

# **EXHIBIT 1**

7289137-152-1-1--  
Hoyp

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**CAPTION HEADING**

**Notice and Claim of Lien for Mechanic's Materialman's  
or Professional Services**

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**DO NOT REMOVE**

**THIS IS PART OF THE OFFICIAL DOCUMENT**

**When recorded, please mail to:**

David W. Smiley, Esq.  
 Finch, Thornton & Baird, LLP  
 4747 Executive Drive, Suite 700  
 San Diego, California 92121

Please return this instrument to the above.

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**NOTICE AND CLAIM OF LIEN FOR MECHANIC'S,  
 MATERIALMAN'S OR PROFESSIONAL SERVICES**

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**EFFECTIVE DATE:** This lien is effective as of its recordation, as reflected on the recorder's stamp, and relates back in time against the property in question.

**CLAIMANT:** The Party on whose behalf this Lien is filed (*Name, Address & Zip*)

KINETIC SYSTEMS, INC.  
 4710 E. Elwood Street  
 Suite 11  
 Phoenix, Arizona 85040

**OWNERS:** The Owner, Reputed Owner and/or Agents of the Owner or Reputed Owner of the property (*Name, Address & Zip*)

TSMC Arizona Corporation  
 205 S. 17<sup>th</sup> Avenue RM 370  
 Phoenix, Arizona 85007

TSMC Arizona Corporation  
 2510 West Dunlap Avenue  
 600  
 Phoenix, Arizona 85021

**GENERAL CONTRACTOR:** Original general contractor or reputed contractor

United Integrated Services (USA) Corp.  
 140 West Pinnacle Peak Road  
 Phoenix, Arizona 85027

**LENDER:** Construction lender or reputed construction lender:

**PROPERTY:** The real property sought to be charged with this Lien is the following described parcel(s) of land:

**Address of Location:**

32200 N. 43<sup>rd</sup> Avenue  
 Phoenix (Maricopa County), Arizona 85086

**Tax Parcel Number**

204-09-001-C  
20409001C9 (Alternate)

**Legal Description**

See attached EXHIBIT "A."

**PROJECT:** The name or description of Owner's Project, and the nature of the construction, alteration, repair, expansion, addition, or improvement of the buildings, other structures, or improvements on the Property, (the "Property") is:

TSMC Semiconductor Factory  
32200 N. 43<sup>rd</sup> Avenue  
Phoenix, Arizona 85086  
New construction of Semiconductor Factory

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**AMOUNT OF CLAIM:** After deducting all just offsets and credits, the **Amount of Claim** herein demanded by Claimant is as follows (which is also the reasonable value of the Materials and Services which remain unpaid):

ELEVEN MILLION FIVE HUNDRED EIGHTY-FIVE THOUSAND, THREE  
HUNDRED ONE DOLLARS AND 00 CENTS (\$11,585,301.00)

This Amount of Claim shall bear interest at 10% per annum pursuant to A.R.S. § 44-1201, and shall include fees for the cost of preparation and foreclosure of this Lien pursuant to A.R.S. §§ 33-995 E and 998 B.

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**MATERIALS AND SERVICES:** Claimant furnished to the Project the following types of materials and/or services, including labor, professional services, materials, machinery, fixtures or tools, (the "Materials and Services"):

Construction labor and materials. Claimant was a subcontractor to United Integrated Services (USA) Corp. and supplied, installed, and tested other FAB and auxiliary plumbing systems on the above-referenced Property.

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**OWNER'S AGENT:** The name of the person by whom Claimant was employed, or to whom Claimant furnished the Materials and Services is:

Name: United Integrated Services (USA) Corp.  
Address: 140 W. Pinnacle Peak Road  
Phoenix, Arizona 85027



**CONTRACT:** The Materials and Services were furnished by Claimant to the Project pursuant to a Contract with the following terms, time given and conditions, (the "Terms"):

A copy of the contract (Master Services Agreement and Project Work Order) is attached as EXHIBIT "B."

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**COMMENCEMENT DATE:** Claimant first furnished the Materials and Services the Project on or about:

Date: April 10, 2022

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**DATE OF PRELIMINARY NOTICE:** The preliminary twenty-day notices (the "Pre-Lien"), were mailed on:

April 7, 2022 (Process Plumbing Install)

June 7, 2022 (Plumbing System)

August 22, 2023 (Process Plumbing Install – Material)

August 22, 2023 (Process Plumbing Install – Labor)

A copy of the Pre-Lien(s), and the proof(s) of mailing as required by A.R.S. §§ 33-992.02, are attached as EXHIBIT "C."

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**COMPLETION DATE:** The Completion of the Project occurred on the following date:

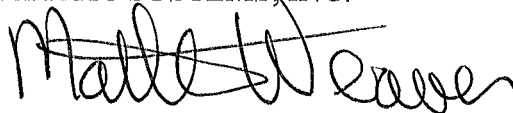
Kinetics completed the time and materials contract set forth in Exhibit B on or about June 7, 2023, at which time UIS terminated that contract for convenience. The amount claimed in this Notice and Claim of Lien for Mechanic's, Materialman's or Professional Services is for the reasonable value of the work Kinetics performed pursuant to the time and materials contract through June 7, 2023.

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**WHEREFORE,** and pursuant to A.R.S., §33-993, Claimant claims and fixes a lien upon the Property in the Amount of Claim provided herein by causing this Notice and Claim to be recorded with the County Recorder of the county in which the Property is situated and a copy to be served within the reasonable time upon the Owner if he can be found within that county.

Signed this date: October 2, 2023

KINETIC SYSTEMS, INC.



MATTHEW WEAVER  
President – US Operations

STATE OF ARIZONA)

COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this October 3rd, 2023, by Matthew Weaver, President of Kinetic Systems, Inc. – US, a California corporation, on behalf of the corporation.

Aug. 9th 2027  
My Commission Expires



Caroline Cano  
NOTARY PUBLIC

# **EXHIBIT A**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A portion of Sections 8, 9, 16 and 17, Township 5 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

**COMMENCING** at the north quarter corner of Section 10, Township 5 North, Range 2 East, of said Gila and Salt River Meridian, a 2-inch aluminum cap in pothole, from which, the northeast corner of said Section 10, a 3-inch Arizona Department of Transportation (ADOT) brass cap flush, bears N88°29' 17"E (basis of bearing), a distance of 2,480.60 ft.;

**THENCE** along the north line of said Section 10, S88°29'30"W, a distance of 2,478.71 ft., to the northwest corner of said Section 10 also being the northeast corner of said Section 9;

**THENCE** leaving said north line of Section 10, along the east line of said Section 9, S00°29'00"W, a distance of 2,654.24 ft., to the east quarter corner of said Section 9;

**THENCE** S00°29'57"W, a distance of 1,787.93 ft., to the **POINT OF BEGINNING**;

**THENCE** continuing S00°29'57"W, a distance of 865.80 ft., to the southeast corner of said Section 9 also being the northeast corner of said Section 16;

**THENCE** leaving said east line of Section 9, along the east line of said Section 16, S00°45'32"W, a distance of 2,651.56 ft., to the east quarter corner of said Section 16;

**THENCE** S01°53'34"W, a distance of 1,864.28 ft., to the northerly line of State Route 303 (SR-303) ADOT right of way easement per Arizona State Land Department Document 16-112646 and ADOT right of way plans S 303-A-700;

**THENCE** leaving said east line of Section 16, along said northerly line of SR-303, N88°33'24"W, a distance of 123.18 ft.;

**THENCE** S01°26'02"W, a distance of 255.01 ft.;

**THENCE** S42°58'19"W, a distance of 165.64 ft.;

**THENCE** S84°21' 08"W, a distance of 326.54 ft.;

**THENCE** N89°56'40"W, a distance of 579.96 ft.;

**THENCE** S82°23'32"W, a distance of 591.07 ft.;

**THENCE** N89°59'36"W, a distance of 1,784.31 ft.;

**THENCE** N00°26'32"W, a distance of 63.86 ft.;

**THENCE** N85°13'18"W, a distance of 517.52 ft.;

**THENCE** N77°06'38"W, a distance of 1,238.81 ft.;

**THENCE** N38°01'02"W, a distance of 78.35 ft.;

**THENCE** N04°16'47"E, a distance of 260.09 ft.;

**THENCE** N84°08'25"W, a distance of 199.99 ft.;

**THENCE** S21°11'17"W, a distance of 355.34 ft.;

**THENCE** N71°55'10"W, a distance of 474.39 ft.;

**THENCE** N62°33'23"W, a distance of 1,604.10 ft.;

**THENCE** N55°59'58"W, a distance of 2,234.95 ft.;

**THENCE** N34°01' 54"E, a distance of 115.92 ft.;

**THENCE** N56°23'23"W, a distance of 1,154.18 ft.;

**THENCE** N53°10'48"W, a distance of 277.77 ft.;

**THENCE** leaving said northerly line of SR-303, N54°50'51"E, a distance of 1,187.49 ft.;

**THENCE** N43°02'25"E, a distance of 985.55 ft.;

**THENCE** N33°44'44"E, a distance of 1,297.95 ft., to a point of intersection with a non-tangent curve;

**THENCE** easterly along said non-tangent curve to the left, having a radius of 4,000.00 ft., concave northerly, whose radius bears N09°12'15"E, through a central angle of 09°12'15", a distance of 642.57 ft., to the curves end;

**THENCE** N90°00'00"E, a distance of 2,875.92 ft., to the beginning of a curve;

**THENCE** easterly along said curve to the right, having a radius of 4,000.00 ft., concave southerly, through a central angle of 21°30'00", a distance of 1,500.99 ft., to the curves end;

**THENCE** S68°30'00"E, a distance of 845.51 ft., to the beginning of a curve;

**THENCE** easterly along said curve to the left, having a radius of 4,000.00 ft., concave northerly, through a central angle of  $05^{\circ}20'36''$ , a distance of 373.04 ft., to a point of intersection with a non-tangent line;

**THENCE**  $N16^{\circ}09'24''E$ , a distance of 737.70 ft.;

**THENCE**  $N90^{\circ}00'00''E$ , a distance of 1,856.66 ft., to the **POINT OF BEGINNING**.

Containing 1,109.22 acres, more or less.

# **EXHIBIT B**

MASTER SERVICES AGREEMENT

by and between

United Integrated Services (USA) Corp.,

as Contractor

and

Kinetic Systems, Inc.,

as Subcontractor

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is made effective as of March 1, 2022 (the "Effective Date") by and between United Integrated Services (USA) Corp., an Arizona corporation, having its principal address at 140 W. Pinnacle Peak Rd., Phoenix, AZ 85027 ("Contractor"), and Kinetic Systems, Inc., a California corporation, having its principal address at 3083 Independence Dr. Livermore, California 94551 ("Subcontractor"). The Contractor and Subcontractor agree as set forth below. Individually, Contractor and Subcontractor are a "Party", and together they are the "Parties".

### Background

Contractor is under contract to provide design, build, equipment supply, and installation services to TSMC Arizona Corporation ("Owner") for the construction of certain portions of a semiconductor factory in Phoenix, Arizona ("Project");

Contractor is qualifying subcontractors interested in bidding on work packages for subcontracts to perform design, build, and/or installation services for the Project; and

Contractor and Subcontractor desire to enter into this Master Services Agreement to establish terms and conditions that will apply to any subcontracts executed between them for the Project during the Term.

### Agreement

1. Bid. Subcontractor may receive one or more Invitations for Bid or other similar documents for its review. Subcontractor may, at its discretion, bid for work packages to supply design, build, and/or installation services. Each work package will consist of a portion of the work contracted by Owner to Contractor.
2. Statement of Work. In the event Subcontractor is selected for a work package, the Parties will negotiate a Statement of Work which may include the following: Scope of Work, Drawings, Specification, Contract Price, Baseline Schedule, Schedule of Values, List of Management and Site Personnel, and other documents. Each Statement of Work executed by the Parties ("SOW") will amend this MSA. Each SOW operates as a separately managed project with its own schedule, completions dates, warranty dates, and the like, unless expressly stated otherwise in the General Terms or SOW. Subcontractor shall provide the services set forth in each SOW in strict accordance with the terms and conditions of the Contract Documents (collectively, "Work"). Subcontractor shall commence Work as authorized in Contractor's purchase order.
3. Specification. As initially contracted the SOW may not be inclusive of all necessary Specifications. Through a collaborative process between the Parties, Contractor will update the Contract Documents with additional and/or revised Drawings, Specifications, and/or other technical details by mutually agreed Change Orders and/or Contractor Directives (collectively, "Technical Definition Updates").
4. Prices.
  - a. Each SOW and Change Order shall set forth per unit Contract Prices for the Work.
  - b. Subcontractor represents that by executing a SOW: (a) the SOW provides a sufficient definition of the scope, quality, character, and manner of the Work for Subcontractor to reasonably estimate its total costs to complete the Work described; (b) Subcontractor has sufficient experience in the semiconductor manufacturing and other large, complex construction projects to estimate its total



costs notwithstanding the lack of complete detail; and (c) the Contract Price(s) for the SOW are inclusive all Work necessary to complete the SOW. The SOW shall specifically list any exclusions to Subcontractor's representations in this paragraph.

- c. To the extent a Technical Definition Update either: (i) defines requirements or obligations that are within the list of exclusions in the SOW; or (ii) materially alters the scope of the Work, its quality, or schedule; then, Subcontractor may submit a timely Request for Change subject to the Change Order and Claims procedures set forth in the General Terms.
5. **Payment.** The Contract Prices in a Statement of Work, as modified by the Parties in accordance with the Contract Documents, are Subcontractor's entire compensation for services performed by Subcontractor for the Statement of Work. Subcontractor shall submit monthly Applications for Payment for progress payments for Work properly performed. Applications for Payment that are complete and accurate will be paid within thirty (30) calendar days of receipt, as more fully described in the General Terms.
  6. **Contract Time.** The Parties will develop a Baseline Schedule, Schedule of Values, Interim Milestones, Guaranteed Date of Substantial Completion, and other key project dates for inclusion in the Statement of Work. If not stated in the SOW, the dates will be mutually agreed to, on a continuous basis as the schedule evolves and as the project scope is developed. Liquidated Damages for delay apply if Subcontractor fails to achieve Substantial Completion for a SOW within a fifteen (15) calendar day grace period of the mutually agreed Guaranteed Date of Substantial Completion, as updated by schedule revisions. Liquidated damages apply only to the extent caused by Subcontractor or any Person for whom Subcontractor may be responsible. After the grace period, liquidated damages accrue at one-tenth of one percent (0.1%) of a SOW's aggregate Contract Price for each calendar day of delay, subject to a two percent (2%) cap.
  7. **Warranties Upon Final Completion.**
    - a. Service warranties commencing upon Final Completion set forth in Section 37.4 of the General Terms applicable to each Statement of Work have one (1) year duration; provided, if repair or replacement is required during the warranty period, then the warranty period for the repair or replacement shall extend for one (1) year from the date of repair or replacement. If a repair or replacement fails during a warranty period for a second time, upon written request Subcontractor will, at its own cost, as a part of the warranty correction obligation participate in a collaborative effort to analyze the failure and identify its root cause(s) from among possible sources. Service warranties are subject to exclusions and details set forth in the General Terms.
    - b. For equipment and materials sourced by Subcontractor and incorporated into the Work, Subcontractor shall upon Final Completion: (i) assign to Contractor and its successors and assigns all manufacturer warranties and extended warranties, as applicable; and (ii) deliver to Contractor all operation manuals, maintenance manuals, and other Products Information in an Acceptable Electronic Format.
  8. **Ownership.** Owner shall own intellectual property rights in all Work Product created during the Project. Additional confirmations, assignments, and licenses required of Subcontractor, Sub-Tier Subcontractors, and Vendors are set forth in the General Terms.
  9. **Insurance.** Subcontractor agrees to obtain and maintain the insurance described in the General Terms. Subcontractor and third parties performing on-Site are required to enroll in Owner's owner-controlled insurance program unless excluded.

10. **Bonds.** Subcontractor shall furnish the performance and payment bonds stated, if any, in the SOW or otherwise agreed in writing. Performance and payment bonds details are set forth in the General Terms.
11. **Term.** This MSA shall expire on December 31, 2023. Notwithstanding the forgoing, any SOW(s) in effect shall survive expiration, and the terms and conditions of the MSA shall continue to apply to each such SOW.
12. **Confidentiality.** All information disclosed in connection with the Project that is not in the public domain may be subject to the confidentiality obligations stated in the General Terms.
13. **Miscellaneous.** Contractor makes no commitment for any minimum or aggregate value of work in connection with this MSA, other than what might be subcontracted pursuant to a SOW. Exhibit A titled "General Terms" is attached hereto and incorporated by reference. Capitalized terms not defined in this MSA are defined in the General Terms. Sections 1-13 of this MSA are sometimes referred to as the "main body" of the MSA.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement effective as of the date and year first above written.

**CONTRACTOR:**

United Integrated Services (USA) Corp.

By:

Name: Chih-Ming Lai

Title: President

Date: April \_\_, 2022

**SUBCONTRACTOR:**

Kinetic Systems, Inc.

By:



Name: Chris Beasley

Title: President & GM, Americas

Date: 04/07/2022

Email: christian.beasley@kinetics.net

Phone: +1 214-766-2166

License #:

**Exhibit A**  
**General Terms**

|    |                                                       |    |                                         |
|----|-------------------------------------------------------|----|-----------------------------------------|
| 1  | Contract Documents                                    | 27 | Risk of Loss                            |
| 2  | Representatives                                       | 28 | Use of Completed Portions of Work       |
| 3  | Subcontractor Representations                         | 29 | Substantial Completion                  |
| 4  | Work                                                  | 30 | Final Completion                        |
| 5  | Contract Time                                         | 31 | Completion Guarantee                    |
| 6  | Payment                                               | 32 | Services and Equipment Warranties       |
| 7  | Schedule and Recovery Plans                           | 33 | Transfer of Products Information        |
| 8  | Staffing and Labor                                    | 34 | Ownership                               |
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| 11 | Reports                                               |    |                                         |
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| 15 | Subcontractor Drawings                                | 40 | Indemnification                         |
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| 17 | Quality, Inspection and Testing                       | 42 | Assignment                              |
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| 19 | Covering Up and Uncovering                            | 44 | Independent Parties                     |
| 20 | Correction of Work Prior to<br>Substantial Completion | 45 | Force Majeure                           |
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| 22 | Contractor Directives and<br>Instructions             | 48 | Dispute Resolution                      |
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| 26 | Record Keeping and Audit                              |    |                                         |

## General Terms

## ARTICLE 1 Contract Documents

1.1 The "Contract Documents" shall consist of the Master Services Agreement and its exhibits, as may be amended in writing; any Statements of Work executed by the Parties and their exhibits, as may be amended in writing; documents described in these General Terms including, without limitation, Scope of Work, Drawings, Specifications, Baseline Schedule, Revised Schedules, Contractor Directives, Changes Orders, and technical clarifications; any documents included within or incorporated by reference into the forgoing; and any other documents mutually executed by the Parties that reference this Master Services Agreement. The Contract Documents collectively are sometimes referred to as the "Contract".

1.2 Exhibits to these General Terms are:

Exhibit A-1 Waiver and Release Forms (Exhibits A-1.1 thru A-1.4);

Exhibit A-2 Confidentiality;

Exhibit A-3 Insurance; and

Exhibit A-4 Informal Dispute Resolution.

1.3 In connection with Statements of Work executed under the Master Services Agreement, the Parties may exchange purchase orders, order acknowledgments and other similar documents for administrative purposes; however, the terms and conditions on such documents shall not apply to this Contract except those terms on Purchase Orders that the MSA or these General Terms expressly permit to be provided on the Purchase Order.

1.4 All references to "Articles" and "Sections" in these General Terms refer to Sections and Articles of these General Terms, unless otherwise specified.

## ARTICLE 2 Representatives

2.1 Contractor

2.1.1 The Contractor shall appoint in writing an individual to act as the Contractor's authorized representative to act on behalf of Contractor and receive communications from Subcontractor. All notices required by this Contract shall be delivered in writing to Contractor's authorized representative except for notices subject to Section 50 titled "Notices".

2.1.2 No third party has authority to act or communicate on behalf of Contractor including, without limitation, the Construction Management Agent or any on-Site team or vendor whether or not hired by Contractor.

2.2 Subcontractor

2.2.1 The Subcontractor shall appoint and maintain at all times a:

.1 Project Executive acceptable to Contractor. The Project Executive shall serve as an authorized representative of Subcontractor with authority to act for all purposes including, without limitation, communications and contractual matters. Subcontractor shall not change its Project Executive without the advance written consent of the Contractor.

.2 Site Manager acceptable to Contractor. The Site Manager shall be at the Site, or represented at the Site by a designee, at all times while Work is in progress. The Site Manager (and any designees) shall continuously supervise the Work including, without limitation, for the purpose of ensuring the safety, quality, and productivity of Subcontractor's operations. Subcontractor shall not change its Site Manager without the advance written consent of the Contractor.

.3 A qualified, experienced, and competent safety representative acceptable to Contractor. The safety representative shall be on-Site as required by Subcontractor's Project Safety Plan.

.4 A quality assurance/quality control (QAQC) Representative. Subcontractor's QAQC representative shall be present at the Site while the Work is performed and shall have the authority and responsibility to reject any non-conforming Work performed by the Subcontractor.

2.2.2 Subcontractor may authorize additional representatives for meetings, communications, and other activities. With each Statement of Work, Subcontractor shall provide and maintain a list of management, site, supervisory and key administrative personnel engaged in the Work.

2.2.3 Administrative points of contact shall be designated and available during regular working hours to receive requests, respond to inquiries, and engage in other essential administrative tasks.

### **ARTICLE 3 Subcontractor Representations**

3.1 By entering into this Contract, Contractor is relying upon the following representations of Subcontractor:

3.1.1 The individual executing a Contract Document on behalf of Subcontractor is duly authorized and that all formalities necessary for Subcontractor's approval of such Contract Document have been satisfied.

3.1.2 Subcontractor and Sub-Tier Subcontractors are authorized to do business in Arizona and are properly licensed by all necessary Governmental Authorities and other authorities having jurisdiction over them or the Project.

3.1.3 Subcontractor is financially solvent, able to pay its debts as they mature, and possesses sufficient working capital to complete the Work.

3.1.4 Subcontractor: (a) has the qualifications, experience, and personnel to perform the Work in strict accordance with the Contract Documents; (b) has and will maintain all certifications required by industry standards; (c) has the resources to furnish the equipment, tools, materials, supplies, and all other items necessary to perform its obligations; and (d) will appoint and maintain representatives pursuant to Section 2.2.1 for each Statement of Work who have substantial experience performing similar scopes of work for semiconductor factories or other large, complex construction projects.

3.1.5 Subcontractor will perform the Work in accordance with Subcontractor's "Standard of Care" defined in Section 4.4.4.

3.1.6 Subcontractor has agreed to each Contract Price after: (a) reviewing all documents provided by Contractor, having had an opportunity to ask for corrections, clarifications, and additional information as necessary to conduct its analysis; and (b) having fully informed itself of its obligations under the Contract.

3.1.7 In consideration of the OCIP program defined in Section 39.1, Subcontractor will or has excluded from each of its bids and Contract Prices, and will exclude from all Change Orders its: (a) cost of workers' compensation/employers liability, general liability, and excess liability premiums; (b) retained loss cost; and (c) costs associated with the administration of the OCIP program.

3.1.8 Subcontractor shall be solely: (a) responsible for requesting instructions or interpretations of the Contract Documents; and (b) liable for any costs and expenses arising from its failure to do so in a timely manner.

3.1.9 The Subcontractor shall scrutinize all proposed and final modifications to the Contract including, without limitation, Scope of Work, Drawings and Specifications, to identify any conflicts, errors, omissions, deficiencies, discrepancies, inconsistencies, or ambiguities (collectively, "Inconsistencies").

3.1.10 Subcontractor will strictly comply with the submittal system requirements in Article 13, and will deliver all submittals and other documents required by the Contract Documents in an Acceptable Electronic Format.

3.1.11 Subcontractor will obtain prior written approval of Owner, through Contractor, prior to the release or publication of any promotional material regarding the Project or the Work.

### **ARTICLE 4 Work**

4.1 Work

4.1.1 The Subcontractor shall with due care and diligence, execute the Work in accordance with the Contract Documents, and shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of its performance of its undertakings under the Contract.

4.1.2 Subcontractor shall perform all operations necessary and required for performance, maintenance, and completion of the Work in strict conformity with the provisions of the Contract Documents including, without limitation: (a) compliance with applicable permits; and (b) Work reasonably inferable from the Contract Documents, standard industry usage, and manufacturer standards;

4.1.3 All modifications to the Work shall require the prior written instruction of Contractor or a mutually executed document, except verbal instructions pursuant to Section 22.3.

## 4.2 Effect of Reviews

No review, acceptance, or approval of any Work or other document, or failure to do any of the forgoing, by Contractor or Owner shall in any way release or relieve Subcontractor from any obligations to perform the Work in accordance with the terms of the Contract Documents.

## 4.3 Inconsistencies

4.3.1 If Subcontractor discovers or otherwise becomes aware of any Inconsistencies in the Contract Documents at any time, Subcontractor shall immediately notify Contractor in writing and request written instructions from Contractor regarding whether Subcontractor should proceed with the Work affected thereby pending issue resolution.

4.3.2 When requested in writing by the Subcontractor, the Contractor shall promptly address any Inconsistencies perceived by Subcontractor in the Contract Documents.

## 4.4 Statements of Work

4.4.1 Contractor and Subcontractor may, from time to time, mutually execute one or more "statement of work" documents (each, a "Statement of Work"), each of which, when mutually executed by the Parties, shall be deemed to be included in this Contract (with each successive Statement of Work being sequentially numbered) and incorporated herein as a part of this Contract as if fully set forth herein, subject to and governed by the terms and conditions set forth in this Contract in all respects.

4.4.2 To the extent that Subcontractor is awarded Work under multiple packages, whether at the same time or different times, that are in the same building or otherwise closely related, Contractor reserves the right in its discretion to combine multiple Statements of Work into a single Statement of Work.

4.4.3 Each Statement of Work may set forth, among other things: (a) Scope of Work; (b) Drawings; (c) Specification; (d) Contract Price; (e) Baseline Schedule; (f) key dates including, without limitation, a Guaranteed Date of Substantial Completion and Interim Milestone Dates; (g) Schedule of Values for submission of Subcontractor's Applications for Payment; (h) a list of Management and Site Supervisory Personnel; (i) other obligations and responsibilities; (j) Assumptions; and (k) Specific Terms.

4.4.4 Subcontractor shall: (a) perform each Statement of Work in a good and workmanlike manner and in the most expeditious and economical manner consistent with the interests of Contractor; (b) exercise the degree of care, skill and diligence in the performance of the Work in accordance and consistent with industry standards for the construction of semiconductor factories and other similar large, complex construction projects, including, without limitation, professional standards for the design portion of the Work, if any; (c) perform the Work utilizing up-to-date technology; (d) utilize its best skill, efforts and judgment in furthering the interests of the Project; and (e) furnish efficient supervision and business administration. Collectively, (a)-(e) are referred to as Subcontractor's "Standard of Care".

4.5 All electronic files to be delivered by Subcontractor to Contractor by any means must be scanned immediately prior to delivery using the most current version of a regularly updated anti-virus program distributed by a nationally recognized security software publisher to avoid spreading any software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

## ARTICLE 5 Contract Time

5.1 For each Statement of Work, the Contract Time shall commence upon the commencement date set forth in the Statement of Work. Subcontractor may commence Work earlier if authorized to do so in a purchase order applicable to the Work.

5.2 Subcontractor shall submit and maintain schedules as provided in Article 7. Contract Time shall be subject to adjustments as authorized in the Contract Documents.

5.3 Time is of the essence for scheduled Work.

## ARTICLE 6 Payment

### 6.1 Contract Price

6.1.1 Subject to the other provisions of this Article, Contractor shall pay Subcontractor, and the Subcontractor shall accept the mutually agreed price(s) set forth for each Statement of Work as such amounts may be adjusted from time to time in accordance with the terms of the Contract Documents (each a "Contract Price").

6.1.2 Each payment of the Contract Price shall be made in accordance with this Article. Contractor shall make payments in consideration the Subcontractor's: (a) performance of the Work in strict compliance with the Contract Documents; and (b) commitment to pay all obligations it incurs to Sub-Tier Subcontractors and Vendors during, or otherwise arising out of, performance of the Work for which Contractor has made payment.

6.1.3 Verification of Subcontractor's compliance with its representation in Section 3.1.7 (regarding costs excluded from bids, Contract Prices, and Change Orders) may be required by Contractor, Owner, or the OCIP program administrator at any time through Final Payment.

## 6.2 Taxes

Contractor will provide Subcontractor upon written request a copy of the transaction privilege tax exemption certificate applicable to the Project. Subcontractor shall be solely responsible for the cost, payment, and reporting of any and all taxes imposed by any Governmental Authority relating to or arising out of performance of the Work.

## 6.3 Inclusive of All Costs

Contract Prices are together inclusive of all costs for Subcontractors' performance, responsibilities and obligations set forth in the Contract Documents (including, without limitation, costs of insurance and corrective actions), except where a cost for a responsibility or obligation of Subcontractor is specifically stated in the Contract Documents as a responsibility of Contractor or a third party.

## 6.4 Retention from Subcontractor

6.4.1 Five percent (5%) of the approved value of all progress payments shall be retained by Contractor until Final Completion. Notwithstanding the foregoing, in no event shall such retainage exceed the maximum amount allowed by Applicable Law.

6.4.2 The Contractor may, in its sole discretion and on conditions acceptable to Contractor in its sole discretion, elect to release to Subcontractor some portion of the retainage prior to Final Completion. Any reduction or release of retainage, or portion thereof, shall not be a waiver of: (a) any of the Contractor's rights to retainage in connection with other payments to the Subcontractor; or (b) any other right or remedy that the Contractor has under the Contract Documents, at law or in equity.

## 6.5 Rights to Withhold and Offset

6.5.1 Notwithstanding anything to the contrary in the Contract Documents, to the maximum extent permitted by Applicable Law, Contractor may delay payments for a failure of Subcontractor to submit its Application for Payment in strict accordance with this Article.

6.5.2 In addition to other rights set forth in the Contract Documents, Contractor may from time to time:

.1 Withhold from any payments otherwise due to the Subcontractor the amount which Contractor believes in good faith is necessary to protect against specifically identifiable losses, damages, or claims which may reasonably result from Subcontractor's failure to perform in accordance with the Contract Documents such as: (a) defective Work that may not be remedied in a timely manner after receipt of notice from Contractor; (b) information of Subcontractor's failure to make timely payments to Sub-Tier Subcontractors or Vendors; or (c) Subcontractor's failure to expeditiously take steps to remove or bond around mechanic's liens filed against Contractor or the Project by Sub-Tier Subcontractors or Vendors.

.2 Offset from amounts retained or payable to Subcontractor or its surety pursuant to this Contract, any sums: (a) owed by Subcontractor to Contractor that arise out of or relate to this Contract or the Project; or (b) reasonably incurred by Contractor arising out of a default by Subcontractor.

## 6.6 Applications for Progress Payments

6.6.1 Subcontractor shall submit in an Acceptable Electronic Format for Contractor's approval a payment request each month ("Application for Payment") for progress payments in accordance with this Article.

6.6.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of each month, beginning with the first month after the date of this Contract. An Application for Payment shall cover all Work performed through the end of the prior calendar month. Applications for Payment, whether an original submission or a revised submission, must be submitted between the fifth (5<sup>th</sup>) and the (9<sup>th</sup>) of a given month ("Application Period") to Contractor in an Approved Electronic format.

6.6.3 At least two (2) business days prior to the beginning of the Application Period each month, Subcontractor shall submit to Contractor's designated representative in an Approved Electronic format its quantification of Work performed

for the prior calendar month. Subcontractor and Contractor will use best commercial efforts to agree in writing to the quantification prior to the beginning of the Application Period.

**6.6.4 The Application for Payment shall:**

- .1 Conform to the approved Schedule of Values and the quantification of Work performed as determined by Subcontractor and agreed in writing by Contractor;
- .2 Be accompanied by all supporting documentation (drawings, notes, computations, etc.) required by Contractor;
- .3 Not include payment for equipment and materials not yet incorporated into the Plant;
- .4 Include the waiver and releases required by Section 6.9; and
- .5 When applicable, be accompanied by all relevant supporting documentation for cost verification purposes, without limitation, Extra Costs pursuant to Article 25.

**6.6.5** In accordance with a schedule set by Contractor, each month Subcontractor shall submit in an Acceptable Electronic Format one or more written estimates of the quantification of Work forecasted to completed by month end.

**6.7 Certification and Time of Payments**

**6.7.1** Contractor shall either promptly certify an Application for Payment or within fourteen (14) calendar days respond in writing with an explanation in reasonable detail of its reasons for not certifying the Application for Payment. Applications for Payment will not be certified for partial payment if Subcontractor fails on a timely basis to provide to Contractor an Application for Payment for the work performed or material supplied in accordance with the terms of this Contract.

**6.7.2** If Contractor does not certify the Application for Payment (and replies with a statement with its reasons), then Subcontractor shall revise the Application for Payment and resubmit in the next available Application Period as set forth in Section 6.6.2; provided, for re-submittals a one (1) business day grace period will be honored to the Application Period in which the Application for Payment was originally submitted.

**6.7.3** Within two (2) business days of receipt of certification from Contractor, but no later than the 19<sup>th</sup>, Subcontractor to submit an invoice to Contractor (in format designated by Contractor) for the amount certified. Subject to this Article, payment of the amount certified for payment (net of retainage) by Contractor in a timely submitted Application for Payment shall be forwarded to Subcontractor on the fifth (5<sup>th</sup>) calendar day of the month following certification.

**6.7.4** Upon written request, Contractor will collaborate with Subcontractor to avoid repeat submissions of non-compliant Applications for Payment.

**6.7.5** Contractor may reasonably modify the application for payment schedule provided that the payment date stated in Section 6.7.3 is not extended.

**6.8 Application for Final Payment**

Subcontractor shall submit in an Acceptable Electronic Format for Contractor's approval an application for final payment ("Application for Final Payment") in accordance with the following:

**6.8.1** Subcontractor's Application for Final Payment shall not be considered, until the Subcontractor completes the requirements for a Certificate of Final Completion pursuant to Section 30.3.

**6.8.2** Contractor shall make final payment to Subcontractor once all of the requirements for final payment have been fulfilled, the Contractor has validated the amount due Subcontractor, and payment is due. The final payment shall include funds withheld as retainage by Contractor during the course of the Work that have not been returned, offset and are not subject to ongoing withholding. In the event Subcontractor disputes the amount validated by Contractor as payable, the Contractor shall pay the Subcontractor the amount, if any, determined by the Contractor to be due the Subcontractor pending a final resolution of the disputed amount pursuant to Article 48. Payment of any undisputed amount shall not waive or otherwise limit Contractor's audit rights.

**6.8.3** Subcontractor may with its Application for Final Payment submit a list of claims that Subcontractor has previously been made in writing to Contractor that remain unsettled at the time of final payment. Except for Claims on such list, receipt of payment from Contractor pursuant to Section 6.8.2 shall constitute a final and irrevocable release and waiver by Subcontractor of any and all claims and causes of action for additional costs or damages whatsoever related to or arising out of the Statement of Work underlying the Application for Payment. The release and waiver shall apply to all claims and potential claims arising out of or connected to this Contract whether known or unknown at the



time when the Application for Final Payment is submitted including, but not be limited to: (a) claims or potential claims of Sub-Tier Subcontractors and Vendors; and (b) claims or potential claims that arise in contract, tort, or any other theory of liability.

## 6.9 Waivers and Releases

6.9.1 Each Application for Payment submitted by Subcontractor shall be accompanied by appropriate waivers and releases in the form of those attached as Exhibit A-1 which are signed and notarized by: (a) Subcontractor for amounts attributable, less retention, to the Subcontractor's services; and (b) each first-tier Sub-Tier Subcontractor and Vendor listed in such Application for Payment and such lower tier Subcontractors and Vendors as requested by Contractor, for amounts attributable, less retention, to their respective services. Unconditional waivers and releases are required for prior payments and conditional waivers and releases are required for the current payment. Execution of such waivers and releases shall be a condition precedent to Contractor's duty to pay any amounts pertaining thereto.

6.9.2 In addition, Contractor may at any time direct Subcontractor to submit an affidavit that all payrolls, invoices for material and equipment, and other indebtedness connected with the Work and associated with an Application for Payment have been paid or will be paid upon Subcontractor's receipt of payment from Contractor.

## 6.10 Subcontractor Payment of Sub-Tier Subcontractors

6.10.1 In accordance with Applicable Law and each subcontract, the Subcontractor shall promptly pay each Sub-Tier Subcontractor and Vendor, not later than seven (7) calendar days after receipt of payment from the Contractor.

6.10.2 If at any time Subcontractor reasonably believes it is at risk of becoming unable to pay Sub-Tier Subcontractors or Vendors, Subcontractor shall notify Contractor in writing including financial details of the shortcoming.

6.10.3 If Subcontractor fails to make payments to one or more Sub-Tier Subcontractors and Vendors, Contractor may, in addition to any other rights and remedies available to it under this Contract or at law, take any one or more of the following actions: (a) require notice of all disputed amounts withheld from Sub-Tier Subcontractors and Vendors; (b) withhold future payments, or portions thereof, until proper payment has been made to Sub-Tier Subcontractors and Vendors; or (c) issue a check jointly payable to the Subcontractor and its Sub-Tier Subcontractor or Vendor.

## 6.11 Other Effect of Payments

6.11.1 Contractor reserves the right to audit Subcontractor's book and records to verify the accuracy of any current Application for Payment, Application or Final Payment, and/or past progress payments, in its reasonable discretion.

6.11.2 No progress payment shall constitute: (a) acceptance or approval by Contractor of the Work or items for which the progress payment is made; or (b) waiver of any right by Contractor to require fulfillment of all terms of the Contract Documents. Neither the final payment nor any progress payment shall constitute acceptance by Contractor of defective work, non-compliant materials, or any other element of Subcontractor's performance determined to be at variance with the Contract Documents.

6.11.3 Final payment shall not relieve Subcontractor of any obligations of any nature contained in this Contract.

## ARTICLE 7 Schedules and Recovery Plans

### 7.1 Baselines Schedule

7.1.1 "Baseline Schedule" means the mutually agreed initial schedule for the Work under a Statement of Work which shall represent the Subcontractor's "as-planned" undertakings to Contractor and which shall include all activities necessary for effective planning, mobilization, designing, procurement, fabrication, installation, management and timely completion of the Work within the Contract Time and of the applicable portions of the Work by the Interim Milestone Dates, if any.

7.1.2 If not included in the Statement of Work, Subcontractor shall, upon not less than five (5) business days from a Contractor's written request, provide Contractor a proposed baseline schedule, including, without limitation, all logic diagram formats, in an Acceptable Electronic Format.

7.1.3 There will be only one Baseline Schedule for a given Statement of Work. Each binding revision to the Baseline Schedule shall be a Revised Schedule pursuant to Section 7.2.

### 7.2 Revised Schedules

7.2.1 "Revised Schedules" mean schedules prepared by the Subcontractor and accepted by Contractor which incorporate all additions to and reductions in the Contract Time and/or Interim Milestone Dates which are set forth in Change Orders.

7.2.2 The first Revised Schedule shall be dated and identified as "Revised Schedule No. 1" and all subsequent revisions shall be dated and numbered sequentially. Each Revised Schedule shall be: (a) clearly labeled to state the effective date of the current status information contained therein; and (b) submitted in an Acceptable Electronic Format, including, without limitation, all logic diagram formats.

7.2.3 Subcontractor shall promptly issue Revised Schedules to Contractor promptly after Change Orders adjusting Contract Time have been finalized, but in any event not later than five (5) business days after the relevant Change Order is finalized.

7.2.4 All Revised Schedules shall:

.1 Clearly demonstrate all changes in as-planned start and finish dates for all numbered Work activities as compared to the Baseline Schedule, or the most recent previous Revised Schedule, whichever is more recent; and

.2 Be submitted with a brief narrative report of any significant events which have occurred since the previous Revised Schedule which may affect the Contract Time or completion of the applicable portion of the Work by an Interim Milestone Date, if any.

### 7.3 Schedule Updates

"Schedule Updates" mean schedules which the Subcontractor is required to prepare on a monthly basis to completely and accurately identify and inform Contractor of all deviations in every numbered as-planned Work activity contained in either the Baseline Schedule or the latest Revised Schedule, whichever is the most recent, reflecting current conditions.

### 7.4 Schedule Coordination

7.4.1 In each schedule, Subcontractor shall schedule and coordinate the performance of the Work by Subcontractor's personnel, and Sub-Tier Subcontractors and Vendors, in a manner that will enable consistent progress with a minimum of disruptions so as to ensure completion of the applicable portions of the Work by the Interim Milestone Dates, if any, and of the entirety of the Work within the Contract Time.

7.4.2 Subcontractor agrees to: (a) keep itself thoroughly informed as to the overall progress of the Project; (b) commence and to prosecute the Work in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such time or times as Contractor may direct, so as to promote the general progress of the entire Project; and (c) inform Contractor in writing of potential delays that are a threat to the schedule which Subcontractor becomes aware of or should become aware of, whether or not Subcontractor is responsible for the delay.

7.4.3 Subcontractor acknowledges that at least a portion of the Work will be or could be performed without exclusive occupancy at the Site.

7.4.4 Subcontractor shall cooperate with Contractor and Contractor's other subcontractors so that both the Subcontractor's Work and the work of others will reasonably progress with a minimum of disruptions and interferences to any party.

### 7.5 Recovery Plan

7.5.1 "Recovery Plan" means a detailed narrative explanation clearly stating the scope and extent of any and all activity re-sequencing and other acceleration activities required for all affected elements of the Work to enable Subcontractor to either: (a) complete a portion of the Work within Interim Milestone Dates; or (b) obtain Final Completion of the Work in its entirety within the Contract Time.

7.5.2 If Contractor reasonably determines that the Subcontractor is behind schedule or is otherwise in jeopardy of failing to complete the Work within the Contract Time or the applicable portion of the Work by an Interim Milestone Date, if any, Contractor may issue a written notice to Subcontractor identifying areas of concern and requiring that Subcontractor provide a Recovery Plan to Contractor.

7.5.3 Upon receipt of notice of delay(s) from Contractor, Subcontractor shall: (a) immediately undertake all available steps to overcome or mitigate against the adverse effects of the delays identified by Contractor; and (b) within three (3) business days provide its Recovery Plan to Contractor notwithstanding whether or not the Subcontractor disputes responsibility for the cause(s) of such delays.

7.5.4 Subcontractor's failure to promptly undertake reasonably available mitigation options shall constitute a waiver of Subcontractor's right to claim relief associated with such delays.

7.5.5 Contractor may elect to implement the Recovery Plan by Contractor Directive (in which case Subcontractor may submit a Request for Change) or mutually agreed Change Order.

## ARTICLE 8 Staffing and Labor

8.1 The Subcontractor shall furnish, coordinate, manage, and pay sufficient numbers of staff and labor to plan, perform, and administer the Work in a timely manner including, without limitation, managers, planners, skilled scheduling personnel, estimators, drafters, procurement professionals, expeditors, inspectors, quality representative, supervisors, foremen, and skilled and unskilled labor.

8.2 The Subcontractor shall provide suitably qualified and experienced supervisory staff to supervise the Work at the Site in numbers not less than specified in the Contract Documents, subject to the prevailing rules and Applicable Laws of the Site.

8.3 All craft labor performing Work shall be certified to comply with industry standards in their trade.

8.4 The Subcontractor shall make its own arrangements for the engagement of all labor.

8.5 The Subcontractor shall use its best judgment to adopt and implement policies and practices reasonably formulated to avoid work stoppages, slowdowns, disputes or strikes. In the event of a picket or other labor disruption at the Site by any union, the Subcontractor, Sub-Tier Subcontractors, and Vendors shall continue performance of the Work.

8.6 The Subcontractor warrants that any person provided to perform Work has the required skills to perform the work assigned to the person in a good and workmanlike manner.

8.7 No staff or labor provided by Subcontractor, a Sub-Tier Subcontractor, or a Vendor shall cause, permit, or tolerate any hazardous, unsafe, or environmentally unsound condition or activity.

8.8 When requested by Contractor in writing, Subcontractor shall remove and not re-assign to the Work any person provided by Subcontractor, a Sub-Tier Subcontractor, or a Vendor, who in Contractor's opinion engages in misconduct or is disorderly, insubordinate, unsafe, unskilled, incompetent, or otherwise unfit for tasks assigned to them. Subcontractor shall provide a replacement worker at no additional cost to Contractor. Enforcement of this Section by Contractor shall not be grounds for claims of interference or delay.

8.9 Permission to work additional hours shall not be unreasonably withheld.

## ARTICLE 9 Site

### 9.1 Generally

9.1.1 Access to the Site is subject to Owner's site access requirements, and Subcontractor's submission of an acceptable safety plan as set forth in Section 10.3, Certificate of Insurance, and any bonds required by the Statement of Work or Purchase Order.

9.1.2 Subcontractor shall perform the Work in such a manner that will protect existing facilities and not injure or damage any other work performed by others.

9.1.3 When a Statement of Work requires an on-Site area for laydown or storage, Contractor shall ensure that Subcontractor obtains sufficient area for a laydown yard and/or temporary storage to support efficient just in time construction method. Only materials and equipment used for current Work should be brought to the Site. Subcontractor shall be responsible for supplying any fences, cages, and locks it may deem necessary for temporary Storage purposes.

9.1.4 Equipment not being used for the current Work shall be promptly removed from the Site.

9.1.5 The Subcontractor shall not seek authorization for any Persons to enter the Site whose presence on the Site is not necessary for performance of the Work.

9.1.6 The Contractor may enter the work areas at the Site or any other location where any material or equipment is stored or manufactured for purposes of checking inventory, inspection, testing, or for any other purpose Contractor deems reasonably necessary.

9.1.7 Subcontractor will participate in the Site Permit to Work system. The Permit to Work ("PTW") system is a formal documented system used to control, track, and manage work tasks, critical risks and simultaneous operations. The PTW system serves as a communication tool between area owners, contractors, commissioning, and others who may perform work in areas governed by the PTW procedure.

### 9.2 Construction Manager Agent

9.2.1 Owner has appointed an agent to act as Construction Manager at the Site ("Construction Manager Agent"). The Subcontractor shall follow the rules and regulations of the Site and cooperate with the Construction Manager Agent.

9.2.2 The Construction Manager Agent has no authority to provide instructions, direct changes, or otherwise act on behalf of Contractor.

### 9.3 Documents and Samples at the Site

9.3.1 Subcontractor shall maintain at the Site during installation at the Site:

.1 Daily logs which shall be available for Contractor's or its designee's review during normal working hours. Subcontractor shall record in the daily logs progress of the Work with emphasis on: (a) recording all actual as-built start and finish dates for all numbered activities identified on the Baseline Schedule or the latest Revised Schedule, as applicable; (b) maintaining daily reports of all resources utilized on each numbered work activity by the Subcontractor, Sub-Tier Subcontractors and Vendors, including utilization of personnel,

materials and equipment by area, sector and craft labor discipline, and all overtime performed on a daily basis; and (c) recording all Work-related information pertaining to weather, injuries and accidents, Work re-performed, non-personnel resources utilized, any problems and/or delays experienced, including reasons therefor and corrective steps taken.

.2 One record copy of all permits for the Work, Drawings (including, without limitation, approved Shop Drawings), Specifications and revisions thereto, the Baseline Schedule, all Schedule Updates, all Revised Schedules, Change Orders, approved material lists, brochures, samples, product data, technical data submissions, Contractor Directives, addenda and other modifications, clarifications all correspondence and transmittals pertaining to the Work.

9.3.2 All documents listed in Section 9.3.1 shall be readily accessible for inspection by Contractor upon request through Final Completion of the Work.

### 9.4 Contractor Furnished Equipment and Material

9.4.1 Contractor Furnished Equipment and Materials shall be delivered to the Subcontractor free on truck at the Site; provided, Contractor shall provide unloading assistance as may be required by the Scope of Work.

9.4.2 Except to the extent of delays caused by any unloading assistance referenced in Section 9.4.1, Subcontractor shall promptly unload, inspect, and inventory the Contractor Furnished Equipment and Materials on receipt, but in no event later than three (3) business days after delivery.

9.4.3 Unless the Statement of Work provides an alternate period, Subcontractor shall have two (2) business days to complete inspection and notify Contractor in writing of any non-conforming Contractor Furnished Equipment and Materials. Contractor shall instruct Subcontractor either: (a) to proceed with the non-conforming Contractor Furnished Equipment and Materials; or (b) of the actions to take to prepare and/or return the non-conforming Contractor Furnished Equipment and Materials. Contractor's instruction shall be a Contractor Directive for purposes of this Contract.

9.4.4 Contractor shall make available the manufacturer's operation and maintenance manuals for Contractor Furnished Equipment and Materials.

9.4.5 The Subcontractor shall maintain, store, and safeguard Contractor Furnished Equipment and Materials received by Subcontractor at the Site, prior to and after installation until Final Completion.

### 9.5 Subcontractor Equipment and Materials

9.5.1 The Subcontractor shall be responsible for procuring and delivering all Subcontractor Equipment and Materials that may be necessary for the proper execution and completion of the Work, including, without limitation, expediting transportation, unloading, securing, maintenance, and removal.

9.5.2 Prior to the transportation of any Subcontractor Equipment and Materials to the Site, the Subcontractor shall check, inspect and verify the Subcontractor Equipment and Materials to ensure that all such items shall comply with the Contract Documents. All the Subcontractor Equipment and Materials shall be suitably packed and protected to prevent damage thereto or deterioration thereof during transport and storage in a manner that meets or exceeds any applicable specifications.

9.5.3 The Subcontractor Equipment and Materials brought on Site that are to be incorporated into the Work shall be deemed to be unconditionally committed for the execution of the Work.

### 9.6 Other Precedent and Concurrent Work

Subcontractor acknowledges that other contractors will, from time to time, be working concurrently in common and/or adjacent work areas, and that the timing of Subcontractor's performance may be dependent upon completion by contractors performing preceding work. Subcontractor shall reasonably anticipate in each of its schedules, the Contract Price, and daily preparation for the Work that it may from time to time be temporarily interfered with or encounter other minor delays as typical for large, complex construction projects.

## 9.7 Temporary Supports and Structures

9.7.1 Except as specifically provided otherwise in the Contract Documents, Subcontractor shall be solely responsible for the design, transport, erection, inspection, maintenance, and safety of all equipment functioning as temporary supports and structures on-Site relating to the Work including, but not limited to, scaffolding, forms, shoring and bracing, hoists, derricks and supports; and all other types of temporary supports and structures reasonably required for the safe performance of the Work.

9.7.2 The Subcontractor shall also provide and maintain at its own cost all equipment for the Work such as safety notices, lights, guards, and fencing when and where necessary, or when required by the Construction Manager Agent, Contractor, or by any authority with jurisdiction.

## 9.8 Cleanup

9.8.1 Subcontractor shall keep its work areas and the Work in a clean and safe condition. Each day throughout the course of the Work, Subcontractor at a minimum shall: (a) remove unnecessary obstructions; (b) promptly remove equipment, materials, and supplies not necessary for current installation activity; and (c) dispose of debris generated by Subcontractor's operations.

9.8.2 If Subcontractor fails within twenty-four (24) hours to complete appropriate cleanup activities after written notice of a failure to comply with Section 9.8.1 or applicable Site rules, then Contractor shall have the right, without further notice to Subcontractor, to: (a) hire a third party to perform clean up and removal at Subcontractor's expense; and (b) charge the third party cost to Subcontractor with an administrative surcharge not to exceed thirty percent (30%).

## 9.9 Other Requirements

9.9.1 Subcontractor shall perform the Work in such a manner so as to preserve any and all guarantees and warranties associated with Contractor Furnished Equipment and Materials, Subcontractor Equipment and Materials incorporated into the Work, and Sub-Tier Subcontractors' services.

9.9.2 The Statement of Work shall set forth the utilities and temporary lighting provided by Contractor to the general area of Subcontractor's worksite. Subcontractor is responsible to ensure the Scope of Work addresses the availability, location, cost, and means of distributing of utilities and temporary lighting necessary for the Work. Except to the extent the Scope of Work provides otherwise, the Subcontractor shall, at its own cost: (a) access and distribute water, electricity, and other utilities as may be made available by Contractor to their particular location(s) of use; and (b) provide additional temporary lighting as Subcontractor may deem fit.

9.9.3 Work at the Site shall be carried out without unreasonable noise and other nuisances. All operations shall be carried on so as not to unreasonably interfere with public roadways or other properties. The Subcontractor shall use due care to operate suitable transport vehicles and use appropriate routes. The Subcontractor shall use every reasonable means to prevent any damage to the highways, bridges, or other infrastructure enroute to or at the Site.

9.9.4 Subcontractor shall correct at its own expense any loss or damage to property other than the Work, whether or not located on the Site, to the extent caused by the negligence of Subcontractor, any Sub-Tier Subcontractor, or any other Person for whom any of them is legally responsible.

## ARTICLE 10 Safety

### 10.1 Safety Precautions

10.1.1 Subcontractor shall take reasonable precautions for safety of, and shall take reasonable steps to avoid and mitigate: (a) injury to or death of labor performing the Work and all other persons; (b) damage to or loss of the Work and materials and equipment to be incorporated therein, whether on Site or off Site, while under the care, custody or control of the Subcontractor, Sub-Tier Subcontractors, or Vendors; (c) damage to or loss of other property such as pavement, roadways, structures and utilities; and (d) damage or loss caused by construction pollution.

10.1.2 The Subcontractor shall not endanger safety by utilizing any unsafe means, methods, or techniques.

10.1.3 Subcontractor warrants that any equipment furnished by Subcontractor for use on the Project shall be fit for its intended purpose and free from defects that would pose a danger to people or property.

10.1.4 Subcontractor shall erect and maintain reasonable safeguards giving consideration to existing conditions and risks arising from the Work and its surrounding vicinity including, without limitation, posting warning signs to users of adjacent sites and utilities.

## 10.2 OSHA

10.2.1 Subcontractor shall comply with all Applicable Laws and regulations pertaining to health or safety, including, without limitation, the Occupational Safety and Health Act of 1970 (84 U.S. Statutes 1590) as amended, and any applicable state programs, rules and regulations approved or provided thereunder. Subcontractor shall fulfill all statutory notice and reporting requirements of such safety laws and regulations and shall be solely responsible for providing a safe place to work for all of its staff and labor.

10.2.2 Subcontractor shall be solely responsible for any penalties assessed to Owner or Contractor by Occupational Safety and Health Administration ("OSHA"), or any other state or local agency or authority with jurisdiction over workplace health or safety, arising out of or relating to Work performed hereunder.

## 10.3 Subcontractor's Project Safety Plan

10.3.1 Before commencing activities at the Site, Subcontractor shall thoroughly review the Contractor's Environmental Health and Safety Program and the TSMC CMAA Site Specific Health, Safety & Environmental Management Plan ("Site Safety Plan"). Subcontractor shall develop its own project-specific health and safety plan ("Subcontractor's Safety Plan") that includes, but is not limited to, a drug and alcohol policy and enforcement procedures. Subcontractor's Project Safety Plan shall meet or exceed the minimum standards established by the Contractor's Environmental Health and Safety Program and the Site Safety Plan.

10.3.2 Subcontractor shall implement and maintain compliance with Subcontractor's Project Safety Plan.

10.3.3 Subcontractor shall provide Subcontractor's Project Safety Plan to Contractor in an Acceptable Electronic Format.

10.3.4 Notwithstanding the requirement for Subcontractor's Safety Plan to meet or exceed the minimum standards established by Contractor's Environmental Health and Safety Program and the Site Safety Plan, Subcontractor is responsible for the proper investigation and analysis of all risks associated with Subcontractor's performance of the Work. Subcontractor shall develop, adopt, and implement the means and methods to address all safety concerns, take all reasonable precautions, and avoid and/or minimize risks.

## 10.4 Responsibility

10.4.1 Subcontractor shall ensure strict compliance with all Site Safety Plan and all Site rules and standards, whenever enacted, in the course of all Work conducted on-Site.

10.4.2 Owner and Contractor, including their agents, employees, consultants, and representatives, shall have no responsibility for the workplace safety of Subcontractor; provided, Contractor shall be responsible to the extent of any non-delegable duties under Applicable Law. Subcontractor is responsible for its workplace safety which includes workplace safety for Sub-Tier Subcontractors, Vendors, and any other Person for whom Subcontractor may be responsible. Owner and Contractor may engage in various awareness programs, evaluations, approvals, safety planning, reporting, reviews, training, inspections, monitoring, investigations, and other safety-related activities, but shall not have any responsibility for the adequacy or inadequacy of Subcontractor's safety measures.

10.4.3 Subcontractor shall be responsible for work stoppages arising out of Subcontractor's failure to maintain a safe workplace or follow appropriate safety standards.

10.4.4 Subcontractor's Site Safety and Health Plan shall require Subcontractor's, Sub-Tier Subcontractors', and Vendors' staff and labor to be trained and knowledgeable about the Site Safety Plan, Site rules and standards, and on-Site medical services.

10.4.5 In an event of an emergency, the Construction Manager Agent, the on-site medical team, and/or Contractor may take any action intended to prevent or mitigate harm to people, property, or the environment. To the extent the emergency is attributable to Subcontractor, Contractor may assess a portion of the cost of such action(s) to Subcontractor.

## ARTICLE 11 Reports

### 11.1 Reports Required

11.1.1 Subcontractor shall give Contractor complete information in advance as to Subcontractor's plans for performing each element of the Work, and to meet the Contractor's other reasonable needs.

11.1.2 Required reports and schedules shall be as specified in this Article and the Contract Documents.

11.2 Unless a specific written exception is provided by Contractor, required reports pursuant to this Article are:

11.2.1 Monthly Work plans that cover the Work activities, manpower, equipment utilization, and material delivery to the level of detail and in a form necessary for Subcontractor to properly manage and control the Work;

11.2.2 A monthly status report reasonably acceptable to Contractor;

11.2.3 A weekly forward-looking progress schedule for the upcoming three weeks;

11.2.4 Weekly submissions of reports for QAQC, safety, and hours worked; and

11.2.5 Daily submissions of a labor force, Plant, and equipment reports.

11.3 Report Submission

11.3.1 All reports shall be in an Acceptable Electronic Format.

11.3.2 Contractor may from time-to-time reasonably require updates to monthly or weekly reports in connection with unexpected developments.

#### **ARTICLE 12 Meetings**

12.1 Subcontractor's authorized representative shall, upon reasonable request of the Contractor, attend recurring and other meetings in connection with the Work. Subcontractor's authorized representative at meetings shall be prepared to discuss and review every aspect of the Work and be knowledgeable of the Contract Documents.

12.2 Meetings shall include, but not be limited to:

12.2.1 Weekly Site scheduling and Coordination Meeting attended by the Project Executive and Project Managers;

12.2.2 Weekly Site Safety Meeting attended by Subcontractor's safety representative; and

12.2.3 Weekly Project / Building specific Coordination Meeting attended by Program Managers.

12.3 At the request of Contractor, the Subcontractor shall prepare and deliver minutes of every such meeting within the timeframe set by Contractor in connection with such meeting, or if none is set, then two (2) business days following the meeting. Minutes shall be submitted to the Contractor in an Acceptable Electronic Format.

#### **ARTICLE 13 Submittals and Reviews**

13.1 Submittals

13.1.1 Subcontractor shall prepare, submit, and maintain to the satisfaction of the Contractor, a document numbering, tracking, and transmittal system. All documents, correspondence, drawings, reports, and other items generated as part of the Work that are required to be submitted to Contractor by Subcontractor shall be numbered, tracked, and transmitted by Subcontractor per the approved system, and submitted via an Acceptable Electronic Format.

13.1.2 In conformance with the current schedule and the Subcontract Documents, Subcontractor shall prepare and submit for Contractor approval: (a) all that is required to be submitted by the Contract Documents; (b) all that is required to provide suppliers and construction personnel sufficient instruction and detail to execute the Work; and (c) all other things necessary and incidental to the prosecution of the Work. Submittals shall include, but not be limited to, all Shop Drawings, requests for technical clarifications, Work details, product data, certificates, supplier warranties, operation and maintenance manuals, and samples.

13.1.3 When required for safety or by Contractor, the Contract Documents, or Applicable Law, submittals shall be prepared and approved by a professional engineer duly legally registered in the state of Arizona. Contractor shall review and return Subcontractor's submittals promptly after receipt.

13.1.4 Contractor and Owner are entitled to rely on the adequacy and completeness of any Subcontractor submittal or certificate concerning the operations, maintenance, or performance criteria of systems, equipment, or materials including all relevant calculations and any governing performance requirements.

13.2 Effect of Reviews

No review, acceptance, or approval of any submittal or other document, or failure to do any of the forgoing, by Contractor or Owner shall in any way release or relieve Subcontractor from any obligations to perform the Work in accordance with the terms of the Contract Documents.

#### ARTICLE 14 Design Services

14.1 This Article shall apply if the Work includes design or design-build obligations.

14.2 The Subcontractor shall provide all design services through the performance of qualified professional persons and entities duly licensed to practice their professions.

14.3 Subcontractor shall provide to the Contractor design documents in an Acceptable Electronic Format for review and comment:

14.3.1 Reflecting the size, quality and character of the elements and systems of the Project being performed on a design-build basis and the materials for such elements and systems;

14.3.2 Consistent with the Drawings and Specifications provided by Contractor and any previously accepted design document(s);

14.3.3 Highlighting deviations, if any, in any design document from either the Drawings and Specifications provided by Contractor or from any previously accepted design document;

14.3.4 With detailed information for use of those in the building trades; and

14.3.5 Supplemented by documents customarily required for regulatory agency approvals.

14.4 The Subcontractor shall meet with the Contractor upon request to review progress of the design Work.

14.5 Subcontractor represents that designs it supplies do not: (a) require a particular design, process or product of any manufacturer(s) unless stated in the Specification; and (b) violate the copyright or any other intellectual property of a third party.

14.6 Upon the Contractor's written acceptance of the design documents for design-build phase, the Subcontractor shall prepare documents required to obtain necessary approvals of Governmental Authorities having jurisdiction over the Project of the elements and systems of the Work being performed during the design-build phase.

14.7 If Subcontractor is required in the Contract documents to submit "as-built" drawings, Subcontractor shall prepare and keep up-to-date, a complete set of "as-built" drawings of the execution of the Work. The "as-built" drawings shall show the "as-built" locations, sizes, and details of the Work as performed, with cross-references to relevant specifications, approved submittals, and data sheets. Subcontractor shall submit to Contractor, upon completion of each phase or major category of the Work, a complete set of such "as-built" drawings for that portion of Work completed delivered to Contractor in an Acceptable Electronic Format.

14.8 The Subcontractor shall obtain from each of the Subcontractor's professionals and furnish to the Contractor certifications with respect to the documents and services provided by such professionals that: (a) to the best of their knowledge, information and belief, the documents or services to which such certifications relate (i) are consistent with the Drawings and Specifications set forth in the Statement of Work, as revised in accordance with the Contract, except to the extent specifically identified in such certificate, (ii) comply with applicable professional practice standards, and (iii) comply with Applicable Laws governing the design of the Work; and (b) the Contractor and Owner and their consultants shall be entitled to rely upon the accuracy of the representations and statements contained in such certifications.

14.9 Contractor's review, approval, or acceptance of any design or design document, submitted by Subcontractor, or failure to do any of the forgoing, shall not be construed as constituting acceptance of any Work, or otherwise affect any of Contractor's rights or remedies under this Contract. Subcontractor at all times shall retain responsibility for its designs and the requirement that they comply with the Contract Documents, regardless of whether or not Contractor has reviewed, approved or accepted Subcontractor's design or design documents.

#### ARTICLE 15 Subcontractor Drawings

15.1 The Subcontractor shall submit Shop Drawings and other documents as required by the Scope of Work to Contractor in an Acceptable Electronic Format.

15.2 The Contractor shall reply to the Subcontractor that either: (a) the submittal is accepted; or (b) require the Subcontractor to provide additional information and/or resubmit.



15.3 Once a Subcontractor submittal is accepted, it shall not be modified except pursuant to process described in Article 22 or Article 23.

15.4 In in the event of any Inconsistency between the Shop Drawings and the Contract Documents, Subcontractor shall at its own expense correct the non-compliance as set forth in Section 20.2; provided, Subcontractor at its option may submit a Request for Change in accordance with Section 15.5.

15.5 In the event Subcontractor believes an Inconsistency was due to the inaccuracy of Contractor Supplied Information and was not reasonably capable of being identified previously by Contractor, then Subcontractor may submit a Request for Change in accordance with Article 23 that includes: (a) an evaluation of the nature and specific source(s) of the Inconsistency; and (b) its rational for why during its prior review(s) Subcontractor: (i) neither found nor made inquiries concerning the Inconsistency; and (ii) could not reasonably have found the Inconsistency. Contractor may grant relief to Subcontractor in connection with this Section in its reasonable discretion.

15.6 Contractor's review, approval, or acceptance of any Shop Drawing or document, submitted by Subcontractor, or failure to do any of the forgoing, shall not be construed as constituting acceptance of any Work, or otherwise affect any of Contractor's rights or remedies under this Contract. Subcontractor at all times shall retain responsibility for its Shop Drawings and the requirement that they comply with the Contract Documents, regardless of whether or not Contractor has reviewed, approved or accepted Subcontractor's drawings or documents.

#### **ARTICLE 16 Substitutions**

16.1 All proposals initiated by Subcontractor after execution of a Statement of Work for substitutions, design changes, or changes to any required construction or installation method (collectively, a "Substitution") shall be submitted as a Request for Change pursuant to Article 23.

16.2 All requests for Substitutions must be made sufficiently in advance of Project needs to permit a reasonable time for evaluation and written response by Contractor.

16.3 Substitutions must be specifically accepted in writing by Contractor prior to their implementation by Subcontractor. Acceptance of proposed Substitutions shall be in Contractor's sole discretion.

16.4 In the event that a Substitution that addresses a failure or non-compliance of Subcontractor is accepted by Contractor, then the Subcontractor shall assume responsibility for: (a) the additional costs pertaining to any redesign and implementation; and (b) the additional remedial and correction work specified in Section 20.2.

#### **ARTICLE 17 Quality, Inspection and Testing**

##### **17.1 Subcontractor Quality Plan**

17.1.1 Subcontractor shall provide an organized and pre-planned approach to monitor, control, and ensure that all portions of the Work meet the technical, quality, workmanship, and other requirements of the Subcontract Documents.

17.1.2 Subcontractor shall implement and maintain compliance with Subcontractor's quality program including, without limitation, control standards and evidence of inspection and testing, as set forth in Subcontractor's quality program for all Work.

17.1.3 Subcontractor shall provide a copy of Subcontractor's quality program in an Acceptable Electronic Format.

17.1.4 The Work shall at all times at all locations be subject to quality surveillance and quality audit by Contractor or its authorized representative. Contractor will provide 5 days written notice to Subcontractor of a quality audit, except in exigent circumstances.

##### **17.2 Facilities**

17.2.1 Subcontractor agrees to the performance of Manufacturing Facility Witness Tests and similar facility tests specified in the Contract Documents in accordance with the procedures set forth therein, or as otherwise requested by Contractor.

17.2.2 Contractor shall have the right, but not the obligation, from time-to-time to inspect and test at any location and at any time with respect to any aspect of the Work at the facility upon 5 days written notice to Subcontractor. When necessary, Subcontractor shall obtain permissions for the Contractor to enter third party premises to exercise its right to inspect and test.

17.2.3 Facility inspections and testing shall be conducted in a manner to minimize delay and interference with Subcontractor's or the third party's operations.

### 17.3 Third Party Certifications, Testing and Inspections

17.3.1 Third party certifications, testing and inspections shall be performed by qualified independent testing companies, Governmental Authorities, or the appropriate public authority. If a Statement of Work provides that Subcontractor is responsible to arrange or pay for such certifications, testing, or inspections, then selection of any independent companies shall be subject to the written approval of Contractor.

17.3.2 Third party certifications, testing and inspections arranged by Contractor shall be conducted in a manner to minimize delay and interference.

### 17.4 Owner's Inspection and Testing Prior to Acceptance

Subcontractor shall support Owner's inspection and testing as set forth in Section 30.2.

### 17.5 Cooperation

17.5.1 Subcontractor shall provide reasonable assistance, labor, materials, electricity, fuel, stores, and general instruments as may be reasonably required to carry out such certifications, inspections, and tests efficiently including, without limitation, making available a knowledgeable representative of Subcontractor to answer questions and demonstrate the applicable quality control procedures.

17.5.2 Subcontractor shall fully cooperate with the various testing representatives of Owner, Contractor, and third parties.

### 17.6 Certificates and Reports

All original certificates and reports evidencing the results of any certifications, inspections, and testing issued by any independent testing companies or Governmental Authorities once provided to Subcontractor shall promptly be delivered to Contractor.

### 17.7 Costs

17.7.1 Subcontractor shall be reimbursed for its Extra Costs of supporting any non-standard inspections and testing that are not required by the Statement of Work, unless the inspecting or testing finds that any of the Work or Subcontractor provided equipment, materials, or other items are defective and/or do not comply with the Contract Documents.

17.7.2 Contractor shall pay the costs of all certifications, inspections, and testing, required by the Contract Documents or Applicable Laws unless:

- .1 The certification, inspection, or testing is part of Subcontractor's quality program;
- .2 The cost is stated as a responsibility of Subcontractor in the Contract Documents; or
- .3 Section 17.7.3 applies.

17.7.3 Notwithstanding anything to the contrary in the Contract Documents, in the event that any inspection or testing find that any of the equipment, materials, or other items are defective and/or do not comply with the Contract Documents, then Subcontractor shall be responsible: (a) for the cost of the inspection and testing; and (b) to promptly correct such defects and/or non-compliances pursuant to Article 20.

17.7.4 The Subcontractor's responsibility with respect to the costs of additional tests and inspections shall survive any termination of the Contract.

### 17.8 Inspections and Tests Not Approval or Acceptance

No review, acceptance, or approval of any inspection, test, or remedial or correction plan, or failure to do any of the foregoing, by Contractor or Owner shall in any way release or relieve Subcontractor from any obligations to perform the Work in accordance with the terms of the Contract Documents.

## ARTICLE 18 Setting Out

18.1 The Subcontractor shall be responsible for verifying the true and proper setting out of the Work in relation to original points, lines and levels of reference given by the Contractor in the Contract Drawings and physically set-out in the form of survey benchmarks, and given the foregoing, Subcontractor shall be responsible for the correctness of the positions, levels, dimensions and alignment of all parts of the Work and provision of all necessary instruments, equipment, and labor in connection therewith.

18.2 If, at any time during the progress of the Work, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Work, the Subcontractor, on being required so to do by the Contractor, shall, at its own cost, rectify such error to the satisfaction of the Contractor, unless such error is based on incorrect data supplied in writing by the Contractor that was not verifiable through Subcontractor's diligence.

18.3 The checking of any setting out or of any line or level by the Contractor shall not in any way relieve the Subcontractor of its responsibilities for the correctness thereof, and the Subcontractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting-out the Work.

#### ARTICLE 19 Covering Up and Uncovering

19.1 The Subcontractor shall provide the Contractor access to the Work in preparation and progress wherever located. Contractor shall have the right, but not the obligation, to inspect all portions of the Work before and after they are covered. Subcontractor expressly acknowledges that Contractor may, but is not obligated to, monitor and conduct evaluations of the Subcontractor's performance of the Work, which may include visits by Contractor representatives to observe Work activities.

19.2 If a portion of the Work which Contractor has specifically requested to inspect prior to it being covered is covered without providing Contractor with adequate advance notice, or contrary to the request or direction of Contractor or the provisions of the Contract Documents, the Subcontractor shall, if required in writing by Contractor, uncover the Work for observation. Such Work shall be replaced at the Subcontractor's expense without change in the Contract Time.

19.3 If a portion of the Work has been properly covered in accordance with the Contract Documents and, Contractor subsequently requests to see such Work, then upon reasonable notice Subcontractor shall uncover the Work. If the uncovered Work is in accordance with the Contract Documents, all costs and expenses of uncovering and replacement shall be paid by Contractor. Otherwise, Subcontractor shall be responsible for all costs of uncovering and correction pursuant to Section 20.2.

#### ARTICLE 20 Correction of Work Prior to Substantial Completion

##### 20.1 Obligation to Correct

Prior to Substantial Completion, the Subcontractor shall promptly correct Work: (a) rejected by the Contractor or a Governmental Authority for failing to conform to the requirements of the Contract Documents regardless of when discovered and whether or not already fabricated, installed or completed; or (b) when a defect attributable to Subcontractor or a non-compliance with the Contract Documents in the Work is otherwise identified.

##### 20.2 Correction

20.2.1 Subcontractor shall, at its cost, be responsible for remediation, including, without limitation: (a) taking all necessary actions to validate the nature and extent of the defect or non-compliance; (b) developing and implementing a correction plan with specific actionable tasks, acceptable to Contractor, to repair or replace portions of the Work that are defective or non-compliant; (c) providing daily updates on progress against the correction plan; and (d) reimbursing Contractor for: (i) direct costs of additional inspections and testing Contractor may in its discretion undertake; (ii) compensation for services of a consultant and/or, if reasonably required, design services; and (iii) costs incurred arising from adverse impacts to the critical path and/or other delays in the Contract Time attributable to the remedial process.

20.2.2 Contractor shall have the right to conduct an investigation to verify the nature and extent of the defect or non-compliance prior to accepting Subcontractor's correction plan including, without limitation, accessing relating Work at whatever location(s) it is being conducted and auditing records Contractor believes in good faith may be relevant.

##### 20.3 Failure to Correct

If the Subcontractor fails to promptly commence and diligently execute the correction as required by this Article, then Contractor may provide Subcontractor written notice of default pursuant to Section 36.1.1. In such event, Contractor may, without prejudice to other remedies the Contractor may have under this Contract or Applicable Law, correct such failures or have such failures corrected by a third party and Subcontractor shall be responsible for the reasonable costs incurred by Contractor, including, without limitation, consultants and/or design services.

##### 20.4 Acceptance of Non-Conforming Work

20.4.1 Contractor may, in its sole discretion, elect to accept a part of the Work which is not in accordance with the requirements of the Contract Documents. In such case, the Contract Price shall be reasonably reduced, taking into account both the diminution in value of the Project and the costs that Subcontractor would have incurred had Subcontractor been required to cause the Work to comply to the requirements of the Contract Documents.

20.4.2 Contractor's acceptance of any non-conforming Work shall not waive or otherwise affect Contractor's right to demand that Subcontractor correct any other defects or areas of non-conforming Work.

#### ARTICLE 21 Urgent Repairs

21.1 If Contractor determines, in its discretion, that urgent measures are necessary during the execution of the Work or during any warranty correction period so as to obviate any risk of accident or failure and the Subcontractor is unable or unwilling to immediately carry out such measures or execute such work or repair, then the Contractor may, by its own staff or other Persons, carry out such urgent measures as the Contractor may consider prudent in its discretion.

21.2 If Subcontractor was responsible under the Contract Documents to perform the urgent measures executed by the Contractor, then Subcontractor shall be responsible for the reasonable costs incurred by the Contractor.

#### ARTICLE 22 Instructions

##### 22.1 Continuation of Work

Subcontractor shall at all times proceed with Changes to the Work in accordance with the written instructions and Contract Directives of Contractor subject to any Subcontractor request for clarifications; provided, notwithstanding the forgoing, Subcontractor shall not be required to proceed with Changes for a period of eight (8) business days following communication of a need for a Change Order so that the Parties can evaluate and discuss a proper adjustment to Contract Price and/or Contract Time unless the Change is or becomes subject to an Owner's directive that requires the Work to proceed. If a Change Order is not executed, then Subcontractor may in any event submit a timely Request for Claim pursuant to Article 23 for an adjustment to Contract Price and/or Contract Time.

##### 22.2 Instructions

Contractor's authorized representatives may at any time deliver instructions to Subcontractor regarding the Work or portion thereof, and such instructions shall be binding upon delivery to Subcontractor's authorized representative. Instructions shall be given in writing except: (a) verbal instructions may be given in an emergency situation to prevent the imminent threat of personal injury or damage to property; or (b) minor changes as provided in Section 22.3.

##### 22.3 Minor Changes

22.3.1 Subcontractor may rely on verbal instructions from Contractor as authority to perform minor changes within Subcontractor's scope of Work which do not involve an adjustment in the Contract Price or an extension of the Contract Time.

22.3.2 If the Subcontractor believes a verbal instruction received from Contractor constitutes a Change, Subcontractor: (a) shall promptly obtain Contractor's written confirmation of the instruction before proceeding with the Work; and (b) may initiate a Request for Change pursuant to Article 23.

##### 22.4 Contractor Directives

22.4.1 "Contractor Directive" means a written notice by Contractor directing the Subcontractor to either clarify, define, modify, supplement, increase, decrease, or reschedule the Work.

22.4.2 If from time-to-time after attempting to reach mutual agreement on a Change Order, Contractor believes in good faith it is necessary to unilaterally issue a Contract Directive for purposes of meeting its commitments to Owner, after collaborating with Subcontractor on options to proceed, Contractor may issue a written Contractor Directive for Subcontractor to take actions pertaining to the Work.

22.4.3 If Subcontractor believes a Contractor Directive constitutes a Change, Subcontractor may submit a Request for Change pursuant to Article 23.

22.4.4 If Subcontractor considers any communication from Contractor to be a Change, whether or not identified as a Contractor Directive, then Subcontractor shall promptly inform Contractor and timely submit a Request for Change pursuant to Article 23.

#### ARTICLE 23 Change Orders

##### 23.1 Definitions

23.1.1 "Change" in the Work means an increase or decrease in Subcontractor's Work or modification to the Baseline Schedule or the latest Revised Schedule, as applicable, resulting from an event which justifies a change in the Contract Price and/or the Contract Time. The term Change does not include suspensions and terminations for convenience pursuant to Article 36.

23.1.2 "Change Order" means a written document formalizing a Change which is signed by authorized representatives or their authorized delegates of both Contractor and Subcontractor, and which shall, at a minimum, include the following: (a) a full description of the Change in the scope of Work; (b) the amount of any increase or decrease in the Contract Price, if any; and (c) the extent of any increase or decrease in the Contract Time, if any.

23.1.3 "Requests for Change" means a written notice by Subcontractor to Contractor in an Acceptable Electronic Format requesting Contractor's consideration of the impact of event which the Subcontractor believes either have or will result in a Change in the Subcontractor's Work.

#### 23.2 Requests for Change by Subcontractor

23.2.1 The Subcontractor shall submit a Request for Change to Contractor not later than five (5) business days after any event which Subcontractor believes either has or will result in a Change in the Subcontractor's Work. In no case shall the five (5) business day period commence prior to the earlier of when Subcontractor: (a) becomes aware of the event; or (b) should have been aware of the event through the diligent execution of its Work.

23.2.2 The Subcontractor shall submit to the Contractor detailed cost and detailed schedule impact explanations and other documentation to establish the Subcontractor's entitlement to any proposed changes in the Contract Price and/or Contract Time. Subcontractor shall submit all such documentation in an Acceptable Electronic Format within five (5) business days after Subcontractor's submission of its Request for Change.

23.2.3 It shall be Subcontractor's obligation to develop and present sufficient supporting documentation to justify, simultaneously, any proposed change to Contract Price and/or Contract Time. Such documentation shall clearly identify, itemize and attribute all Extra Costs in a manner which facilitates review by Contractor. Contractor shall have no obligation to request additional documents or explanations.

23.2.4 The Subcontractor shall not proceed with its performance of the Change set forth in its Request for Change, unless instructed in writing by Contractor to do so.

#### 23.3 Simultaneous Submittal

23.3.1 If Subcontractor considers that a Claim may involve Changes to both the Contract Price and the Contract Time, Subcontractor shall make simultaneous submittals to establish such Changes in accordance with this Article.

23.3.2 Submittal by Subcontractor of a Request for Change only with respect to Contract Price or Contract Time, and not the other, shall constitute a representation from Subcontractor that there is no impact on the other.

#### 23.4 Pricing Structure

Pricing for Change Orders and Extra Costs shall use the unit pricing set forth in the applicable Statement of Work, unless Contractor and Subcontractor agree to an alternate pricing methodology.

#### 23.5 Extensions of Time Periods

No allowance for an extension of time, for any cause whatever, shall be claimed or made by Subcontractor unless: (a) Subcontractor request the extension within the applicable time period; and (b) the Contractor and Subcontractor agree in writing upon the amount of additional time.

#### 23.6 Rejections of Requests

23.6.1 Contractor may in its sole discretion advise Subcontractor in writing that it rejects a Request for Change.

23.6.2 If a Request for Change is not rejected or otherwise disposed of, and after fifteen (15) business days either: (a) Contractor fails to respond to a Request for Change; or (b) the Parties fail for any reason to finalize a Change Order; then in either case of (a) or (b) above the Request for Change shall automatically be deemed rejected the same as if formally and timely rejected in writing.

23.6.3 If Subcontractor disagrees with Contractor's rejection or deemed rejection of a Request for Change, then Subcontractor's sole and exclusive remedy for pursuing the Change and/or resolving any dispute related thereto shall be to timely submit a Claim in compliance with the requirements set forth in Article 24.

#### 23.7 Full Settlement

23.7.1 No Change shall be deemed settled until the Parties sign a Change Order document.

23.7.2 The Change Order shall fully and finally settle claims for Contract Price and Contract Time adjustments arising out of the event giving rise to the Change without any reservation of rights for future consideration, unless otherwise agreed in the Change Order.

23.7.3 Silence of a Change Order on time or cost shall constitute Subcontractor's agreement that there is no time or cost impact, as applicable.

23.7.4 Any statement unilaterally added by Subcontractor in any Change Order, submittal or other correspondence, by which the Subcontractor attempts to reserve rights to seek any further changes in the Contract Price and/or Contract Time with respect to a Change Order executed by the Parties shall be null and void.

#### 23.8 Continued Performance

23.8.1 Notwithstanding the status of any proposed, pending, or disputed Change pursuant to this Article or any Claim pursuant to Article 24, Subcontractor shall continue to be bound by the terms and conditions of the Contract Documents and shall proceed diligently with the performance of the Work in accordance with the terms hereof unless instructed otherwise in writing by Contractor.

23.8.3 If Contractor received payment from Owner and does not pay the Subcontractor, through no fault of the Subcontractor, within 7 calendar days after the date established in the Contract Documents, the amount due to Subcontractor or awarded by binding dispute resolution, then Subcontractor may, upon 7 additional calendar days' notice to the Contractor, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of the Subcontractor's reasonable costs of shutdown, delay and start-up, plus any late payment interest as may be provided for in the Contract Documents.

#### ARTICLE 24 Claims

24.1 "Claim" means a demand or assertion by the Subcontractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract that has not been settled pursuant to Article 23. The term "Claim" also includes other disputes and matters in question asserted by the Subcontractor arising out of or relating to the Contract, including, without limitation, issues where the Parties are continuing negotiations.

#### 24.2 Claim Submissions

24.2.1 The Contractor and Subcontractor agree that this Article is the sole and exclusive procedure applicable to Claims for adjustments to Contract Time and/or Contract Price. The provisions of this Article shall also apply to the resolution of any claim, dispute or controversy pursuant to Article 48 including, without limitation, any Arbitration.

24.2.2 In order to preserve its right to pursue Claims pursuant to this Article 24, the Subcontractor must provide Contractor with a written notice designated as a "Notice of Claim" within ten (10) business days after:

- .1 If based on a rejected Request for Change, Contractor's rejection of the Request for Change under Section 23.6.1 or deemed rejection under Section 23.6.2; or
- .2 Otherwise, the occurrence of the event or condition giving rise to the Claim; provided, the ten (10) business day period shall not commence prior to the earlier of when Subcontractor: (a) becomes aware of the event; or (b) should have been aware of the event through the diligent execution of its Work.

Subcontractor agrees that the time periods for submitting a Request for Change and a Notice of Claim are reasonable.

#### 24.2.3 Claim Submittal Requirements

- .1 Subcontractor shall have the burden of establishing entitlement to any relief by making timely submittal to Contractor of all documentation required in this Article and Article 25 not later than fifteen (15) business days after the date of the relevant Notice of Claim pursuant to Section 24.2.2.
- .2 If Subcontractor cannot provide all such timely submittal, Subcontractor shall notify Contractor as soon as possible (but within the submittal period set forth in Section 24.2.3.1) that Subcontractor cannot provide the documentation within the submittal period and, subject to Section 24.3, reach agreement with Contractor as to when Subcontractor shall provide such documentation.
- .3 The simultaneous submittals requirements applicable to Request for Changes stated in Section 23.3 shall also apply to all Claims. It is the intent of the Parties that the full impact of any Claim on Contract Price and Contract Time be resolved at the same time.

#### 24.2.4 Submittal Documentation

- .1 For a Change in the Contract Price, Subcontractor's submittal to establish a Claim pursuant to Section 24.2.3 shall include an itemized and comprehensive accounting with supporting documents of the Subcontractor's proposed Extra Costs in accordance with the provisions of Article 25.

.2 For a change in Contract Time, Subcontractor's submittal to establish of a Claim pursuant to Section 24.2.3 shall include a CPM delay analysis and all other documentation which meets the following minimum requirements:

- (i) The latest Revised Schedule where a change in the Contract Time has previously been approved by Change Order(s), and are being relied upon by Subcontractor;
- (ii) The latest Schedule Update with actual start/finish dates of all relevant activities and without any constraints, logic changes, hiatuses or other interruptions or deviations;
- (iii) Graphic analyses comparing the Subcontractor's as-planned Baseline Schedule (or latest as-planned Revised Schedule, if applicable) versus the Schedule Update showing actual schedule events, either by computer-generated graphics or by similar presentations, which identify all relevant changes;
- (iv) Written cause and effect narratives which identify each activity by: (a) activity number; (b) the specific calendar dates when the delay occurred; (c) the cause of such delay; and (d) the specific contractual provisions being relied upon by the Subcontractor to establish Contractor's responsibility for each proposed, pending or disputed change in the Contract Time;
- (v) Written explanation which clearly depicts and explains all instances of delay to other activities, including, without limitation, the cause;
- (vi) Written explanation of any constraints, logic changes, any changes, hiatuses, interruptions or similar deviations, including, without limitation, all underlying assumptions relating to any such changes made by the Subcontractor in compiling this CPM delay analysis; and
- (vii) Written statement describing all steps taken and being taken by Subcontractor to mitigate against the cause of the relevant adverse schedule impact.

.3 All such documentation shall be subject to verification by Contractor, including, without limitation, verification by audit of Subcontractor's records pertaining to the Claim.

#### 24.3 Extensions of Time

24.3.1 No allowance for an extension of a time period, for any cause whatever, shall be claimed by Subcontractor or agreed by the Parties unless: (a) Subcontractor requests the extension within the original submittal time period set forth in Section 24.2.3.1; (b) Subcontractor promptly begins preparing its submittal documentation within the original submittal time period; and (c) the Contractor and Subcontractor agree in writing upon the amount of additional time.

24.3.2 No extensions of time will be granted for any of the following occurrences: (a) work stoppages, slowdowns, strikes or other labor disputes involving Subcontractor, a Sub-Tier Subcontractor, or Vendor, or of any of their labor; (b) when the principal units of Work and tasks on the critical path are not in progress or are not delayed by the event of delay or hindrance; (c) when an event of delay or hindrance occurs on a Saturday, Sunday, legal holiday, or day when the Subcontractor had not originally planned to work; (d) when an event of delay or hindrance occurs after the expiration of the Contract Time; (e) when Subcontractor is at fault in whole for the claimed delay; or and (f) to the extent Subcontractor is at fault in part for the claimed delay or an overlapping Concurrent Delay.

#### 24.4 Audit

All documentation submitted in connection with a Claim shall be subject to verification by Contractor for its accuracy and completeness including, without limitation, verification by audit of Subcontractor's records pertaining to the Claim.

#### 24.5 Final Settlement of Claims

24.5.1 No Claim shall be deemed settled until both Parties execute a Change Order or other settlement document referencing the Claim.

24.5.2 Any Change Order or other settlement document executed by the Parties pursuant to the Claim process in this Article shall fully and finally settle all disputes related to the event or condition giving rise to the Claim except as specifically excluded from the settlement in the Change Order or other settlement document executed by the Parties.

### ARTICLE 25 Extra Costs

#### 25.1 Extra Costs Procedures and Requirements

25.1.1 The purpose of this Article is to provide a definitive framework for resolving cost disputes in connection with adjustments in the Contract Price for a given Statement of Work.

25.1.2 In the interests of limiting time and expense in dispute settlement, this Article shall apply when, for any reason, the Contractor and the Subcontractor are unable to mutually agree upon price increases or decreases to the Contract Price within the time period requirements set forth in Section 23.6.2.

25.1.3 Subcontractor shall: (a) have the burden of establishing entitlement to any increases in the Contract Price; (b) provide a detailed breakdown and all necessary supporting documentation to justify Extra Costs in an Acceptable Electronic Format; and (c) within five (5) business days of a written request, provide Contractor reasonable access to audit and verify the breakdown and supporting documentation.

## 25.2 Extra Costs by Type

The term "Extra Costs" shall include the costs described in this Section 25.2 subject to the excluded costs described in Section 25.3; provided, "Extra Costs" shall always be determined net of cost savings.

### 25.2.1 Full-Time Employees

.1 The direct additional costs on an hourly basis of the salaries actually paid to each full-time employee (excluding craft labor) utilized by the Subcontractor, Sub-Tier Subcontractors, and Vendors. Individual records for each employee involved in performing the additional work in question shall be kept on an hourly basis.

.2 The actual cost of the items defined as Labor Burden in Section 25.2.1.4 for such full-time personnel of the Subcontractor, Sub-Tier Subcontractors and Vendors directly performing the additional work.

.3 Any amounts invoiced for overtime or premium time pay for such full-time employees must be approved in advance and in writing by Contractor.

.4 The Labor Burden shall mean: (a) any additional costs for statutory payroll taxes levied or assessed by any Governmental Authority during the performance of the Work, including, without limitation, FICA, unemployment taxes, unemployment insurance and worker's compensation costs; and (b) the cost of any and all applicable company paid employee benefits, including, without limitation, holiday pay, vacation pay, sick leave, retirement plans, group medical and life insurance benefits.

### 25.2.2 Craft Labor

.1 The direct additional costs on an hourly basis paid to each of craft labor. Individual records for each employee involved in performing the additional Work in question shall be kept on an hourly basis.

.2 Any amounts invoiced for overtime or premium time pay for craft labor must be approved in advance and in writing by Contractor.

### 25.2.3 Materials and Equipment

The direct additional costs for all materials and equipment (excluding small tools) including, without limitation, the direct costs of transportation thereof, which shall be included at actual trade and quantity discount prices (i.e. taking into account all or the applicable portion of volume rebates and other incentive payments).

### 25.2.4 Rental Charges

The direct additional hourly rental charges for all necessary equipment (excluding small tools) rented; provided, rental charges shall not exceed the prevailing rates in the area of the Site.

### 25.2.5 Sales and Use Taxes

The direct additional costs of sales and use taxes, if not covered by Contractor's exemption certificate.

### 25.2.6 Insurance and Bond Premiums

The direct additional costs of bond and insurance premiums.

### 25.2.7 Markup

A percentage markup for Changes, excluding rates and other pricing that already include a mark-up from Subcontractor. The percentage markup to be applied shall be stated in the pricing document within the Statement of Work, or other document mutually executed by the Parties for the particular Statement of Work.

### 25.2.8 Other Extra Costs



Other direct costs that are necessary to perform the additional Work.

### 25.3 Excluded Costs

Notwithstanding anything to the contrary, costs excluded from "Extra Costs" are:

25.3.1 Costs not actually paid by Subcontractor, Sub-Tier Subcontractors or Vendors;

25.3.2 Costs (including, without limitation, hours worked) to the extent they are not directly required and solely attributable to performing the additional work in question;

25.3.3 Costs incurred as a result of a non-compliance by Subcontractor such as those incurred by Subcontractor due any delay to the extent such delay was caused by Subcontractor;

25.3.4 Cost of workers' compensation/employers liability, general liability, and excess liability insurance coverage displaced by OCIP;

25.3.5 Markup on a cost for which a markup has already been applied pursuant to the terms of this Contract; and

25.3.6 Any costs whatsoever of any nature which are not expressly and specifically referenced as included in Extra Costs Section 25.2.

## ARTICLE 26 Record Keeping and Audits

### 26.1 Required Accounting and Project Records

26.1.1 To facilitate audits by Contractor as permitted under the Contract Documents, Subcontractor shall at all times implement and maintain, and require Sub-Tier Subcontractors and Vendors to implement and maintain, such cost control systems and daily record keeping procedures as may be necessary to attain proper fiscal management and detailed financial records for all costs related to the Work which are subject to audit as provided for herein.

26.1.2 Subcontractor and Sub-Tier Subcontractors shall at all times implement and maintain records sufficient for Contractor to verify all Extra Costs to the extent identified in Article 27. To the maximum extent reasonably possible, all cost and pricing data shall be organized, maintained and presented in a format that is factually verifiable. Additionally, all cost and pricing data shall include the identification of any markups, vendor quotations, pricing methodologies (such as back-end discounts based on volume or other dimension) or any other information that can be reasonably expected to contribute to the soundness or validity of either actual or estimated costs.

26.1.3 The accounting, cost control, scheduling control and record keeping systems utilized by the Subcontractor and Sub-Tier Subcontractors shall be materially consistent with generally accepted accounting principles.

### 26.2 Records for Accounting Purposes Defined

Subject to Section 26.1, records to be maintained by the Subcontractor and Sub-Tier Subcontractors for purposes of all audits conducted pursuant to this Article shall include, but not be limited to the following: (a) payroll records and payroll burden costs on actual wages and salaries (payroll taxes, insurance, benefits, etc.); (b) daily time sheets and other records of personnel utilization on specific Work activities, including, without limitation, records on an hourly basis for personnel performing Change Order activities and/or during any periods of overtime and/or during periods of premium pay for working on holidays; (c) invoices for materials and equipment, accounts payable and accounts receivable; (d) all drawings, specifications, schedules, instructions, samples, receipts, subcontract documentation, purchase orders and vouchers; (e) all correspondence, minutes of meetings, daily logs, including, without limitation, schedule status reports, memoranda and other similar data; (f) all agreements, subcontracts and purchase orders for every tier; and (g) records of all Change Orders submitted and/or approved for all subcontracts and purchase orders. It is further understood that records subject to audit include directly relevant Project-related records maintained by parent companies, affiliates, subsidiaries or other related parties.

### 26.3 Purposes and Extent of Record Access

26.3.1 Contractor's authorized representatives shall be afforded access, upon at least five (5) days prior written notice to Subcontractor of Contractor's audit, to the records at all reasonable times for purposes of inspection and audit to the full extent as may be necessary to assist Contractor in the resolution of any issues pertaining to Contractor Directives, requests for Change Orders, Claims or any other issues pertaining to an increase or decrease in the Contract Price and/or the Contract Time.

26.3.2 Contractor's right to audit costs incurred shall not extend to amounts charged to Contractor on a fixed price or lump sum basis (if any), other than to confirm the fixed price or lump sum due to Sub-Tier Subcontractors and Vendors for such Work.

#### 26.4 Cooperation by Subcontractor

In order to permit evaluations and verifications as described in this Article, Subcontractor shall provide adequate and appropriate work space for Contractor's authorized representatives, including, without limitation, allowing photocopying of any and all records reasonably requested. Upon request, Subcontractor shall also fully cooperate in arranging interviews with Subcontractor's employees and shall require all Sub-Tier Subcontractors and Vendors to likewise fully cooperate.

#### 26.5 Record Keeping Formats

Subcontractor agrees that, if any Project related information is maintained in a computerized format, such information will be made available to Contractor in a readily useable format within five (5) business days after a written request by

Contractor. Regardless of how such Project records are maintained, Subcontractor shall at Subcontractor's sole cost and expense cause any such data (whether prepared or maintained by Subcontractor, Sub-Tier Subcontractors or Vendors), to be manipulated to the extent necessary to provide reasonable access by Contractor and its authorized representatives to any or all such data referred to in this Article.

#### 26.6 Certifications

Upon request, Subcontractor shall be required to certify that, to the best of its knowledge and belief, all data subjected to audit pursuant to this Article is accurate, complete and current. Subcontractor shall likewise require all of Sub-Tier Subcontractors and Vendors to comply with the provisions of this Article. Such certifications shall be made by Subcontractor to Contractor in the case of this Contract; and by each Sub-Tier Subcontractor and Vendor to Subcontractor in the case of subcontracts and purchase orders.

#### 26.7 Record Retention

Subcontractor shall preserve all such records for a minimum period of five (5) years after the date of Final Completion or for such longer period as may be required by law.

### ARTICLE 27 Risk of Loss

27.1 The Parties acknowledge that the Site will be subject to access control, badging requirements, and other active security measures.

27.2 From the commencement of the Work until Final Completion, the Subcontractor shall have risk of loss, protect from theft and damage, and assume full responsibility for the maintenance and care of: (a) the Work; and (b) all materials and equipment to be incorporated therein by Subcontractor excluding Contractor Furnished Equipment and Materials prior to delivery to Subcontractor.

27.3 Section 27.2 shall apply notwithstanding passage of title to Contractor or Owner prior to Final Completion.

27.4 Subcontractor shall be obligated to repair, replace, or reconstruct, all or any portion of the Work or other item prior to Final Completion for which it has risk of loss except to the extent damaged or destroyed by the negligence of Owner, Contractor, the Contract Manager Agent, or a OCIP enrolled third party.

### ARTICLE 28 Use of Completed Portions of Work

28.1 Whenever, as determined by the Contractor, any part of the Work performed by the Subcontractor is in a condition suitable for use, the Contractor or Owner may by written notice take possession of or use such portion.

28.2 Use of any portion of the Work by the Contractor or Owner shall not in any case: (a) be construed as constituting acceptance of the Work; (b) relieve the Subcontractor of any of its responsibilities or warranty under the Contract; (c) relieve Subcontractor of its obligation to make good at its own expense any defect in materials and workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner; nor (d) act as a waiver by the Contractor or Owner of any of the terms of this Contract.

28.3 Following written notice pursuant to Section 28.1, Subcontractor shall neither be responsible for the maintenance of such portion of Work used or occupied by the Contractor or Owner nor liable for the cost of repairs which may be required due to normal wear and tear or damage arising from such use.

### ARTICLE 29 Substantial Completion

29.1 "Substantial Completion" means the stage in the progress of the Work when the Work in its entirety, or a designated portion thereof, has completed all the inspections, equipment-testing and other requirements set forth in a Statement of Work and this Article relative to the Work or such designated portion so that Contractor or Owner can begin the next phase of Project work.

## 29.2 Procedures for Substantial Completion

Procedures to be utilized to determine Substantial Completion of the Work in its entirety, or a designated portion thereof, for a Statement of Work shall be as follows:

29.2.1 Either Party may request an inspection for purposes of Substantial Completion of the Work in its entirety or a designated portion thereof. The Subcontractor shall request an inspection for purposes of Substantial Completion in writing when the Subcontractor considers that the Work in its entirety, or a designated portion that Contractor has stated in writing it will accept separately, is substantially complete in accordance with all requirements in the Contract Documents.

29.2.2 Prior to Subcontractor's request for a Certificate of Substantial Completion, the Subcontractor shall prepare and provide Contractor with a proposed list of punch list items for purposes of determining Final Completion, including, without limitation, Subcontractor's proposed dates for completing each item. Upon receipt of Subcontractor's request and the proposed list of punch list items, Contractor shall make arrangements with the Subcontractor to inspect the Work.

29.2.3 If Contractor disagrees that Substantial Completion has been achieved, Contractor shall provide the Subcontractor with an advisory list of the items that it requires to be completed or corrected for purposes of achieving Substantial Completion. Contractor's failure to advise Subcontractor of any items specified in the Contract Documents shall not alter the Subcontractor's responsibility to complete all Work necessary for Substantial Completion in accordance with the Contract Documents.

29.2.4 Upon receipt of Contractor's list, the Subcontractor shall complete and/or correct all listed items. The Subcontractor shall then submit its request to Contractor for another inspection to determine Substantial Completion. Such subsequent re-inspections to determine if the Work is acceptable for purposes of Substantial Completion shall be made jointly by Contractor and Subcontractor.

29.2.5 Prior to the issuance of a Certificate of Substantial Completion, the Parties shall develop a final punch list ("Punch List") which must be completed prior to Final Completion. The Punch List shall include the Subcontractor's proposed punch list items defined in Section 29.2.2 and other incomplete or missing items which Contractor elected in its discretion to waive for purposes of Substantial Completion. Contractor's review and written acceptance of the Punch List shall be a condition precedent to the issuance of the Certificate of Substantial Completion, but Contractor shall not unreasonably withhold acceptance of the Punch List.

29.2.6 Immediately prior to the issuance of a Certificate of Substantial Completion, Contractor and Subcontractor shall jointly inspect and document the condition of the Work, or designated portion thereof, at the time of Contractor's initial possession to determine and record its condition. Such inspection and acceptance by Contractor shall not, however, alter the Subcontractor's responsibility to complete all Work necessary for Final Completion in accordance with the Contract Documents, including, without limitation, items discovered by Contractor after Substantial Completion.

29.2.7 When Contractor determines that the Work in its entirety, or a designated portion thereof, for a Statement of Work is substantially complete, Contractor shall prepare and issue a Certificate of Substantial Completion, which shall certify the date of Substantial Completion.

29.2.8 The use of a portion of the Work by Contractor or its other subcontractors to inspect and/or correct defective Work shall not be considered as a use nor shall it indicate or imply that Substantial Completion of such portion has been achieved.

## 29.3 Limitations

Notwithstanding any provisions in the Contract Documents which may indicate otherwise, Contractor's acceptance of partial Substantial Completions and the possession and use of any portion of the Work prior to Substantial Completion of the Work in its entirety shall not in any manner constitute a waiver by Contractor of any of the provisions or requirements of the Contract Documents, including, without limitation, Subcontractor's warranty obligations set forth in Article 32 and Subcontractor's obligations to achieve the Contract Time.

## ARTICLE 30 Final Completion

### 30.1 Definition

"Final Completion" means that stage in the progress of the Work when Contractor accepts that the Work has been satisfactorily completed for a Statement of Work in accordance with the Contract Documents, including, without limitation, completion of all Punch List items, close out of all related permits, submittal to Contractor of all Products Information and any other documentation as described in the Contract Documents, and satisfaction of all other requirements set forth in this Article.

### 30.2 Owner Inspection and Testing

Subcontractor, at its own expense, shall support all Owner inspection and testing required by Contractor, whether as a condition to Final Completion or after Final Completion, except to the extent expressly stated otherwise in the Contract Documents.

### 30.3 Request for Certificate of Final Completion

Subcontractor shall complete all items required for Final Completion within thirty (30) days, or such longer period as set in writing by Contractor, after Substantial Completion and, upon completion, request in writing a Certificate of Final Completion from Contractor. Such notice shall be accompanied by the following, each in an Acceptable Electronic Format, for a Statement of Work:

30.3.1 Final waivers and releases from Subcontractor and all Sub-Tier Subcontractors performing Work at the Site using the forms attached as Exhibit A-1;

30.3.2 A copy of all documents listed in Section 9.3.1 required to be maintained by Subcontractor at the Site in an Acceptable Electronic Format;

30.3.3 All required confirmations, approvals, and acceptances by any city, county and state authorities having jurisdiction and not previously provided to Contractor;

30.3.4 Assignments of any and all remaining warranties and guarantees pertaining to the Work and not previously provided to Contractor, along with copies of all written warranties and guarantees required by the Contract Documents;

30.3.5 An affidavit certifying that Subcontractor has paid all federal, state and local taxes arising out of the Work in a form satisfactory to Contractor, if any;

30.3.6 Copies of all Products Information, operations manuals, product data sheets, test and balance reports, and any spare parts and spare materials provided by Subcontractor, Sub-Tier Subcontractors, or Vendors;

30.3.7 A duly completed and executed Subcontractor's Affidavit of Payment of Debts and Claims (AIA Document G706) and Subcontractor's Affidavit of Release of Liens (AIA Document G706A), which shall be the most recent versions of the AIA documents and are hereby incorporated herein by reference;

30.3.8 A complete list of all Sub-Tier Subcontractors and principle Vendors, including, without limitation, addresses, email addresses, office telephone numbers, and names of individuals to contact who are familiar with the Work;

30.3.9 Certificates of insurance confirming that required coverage will remain in effect consistent with the requirements of the Contract Documents; and

30.3.10 Consent of Subcontractor's surety to final payment.

### 30.4 Contractor's Inspection for Final Completion

30.4.1 Upon receipt of Subcontractor's request for a Certificate of Final Completion that complies with Section 30.3, Contractor shall promptly make appropriate evaluations and inspections and promptly advise Subcontractor if it considers that the Work is fully completed in accordance with the Contract Documents, including, without limitation, removing from the Site all Subcontractor Equipment and Materials not incorporated into the Work, surplus materials and debris.

30.4.2 In the event that Contractor does not agree that Final Completion has been achieved, Contractor shall promptly advise the Subcontractor in writing of the remaining items to be completed for purposes of Final Completion.

30.4.3 After Subcontractor satisfies all remaining items necessary for Final Completion, Subcontractor may submit a further written notice to Contractor stating that the Work is ready for re-inspection. All re-inspections to determine if the Work is acceptable for purposes of Final Completion shall be jointly made by Contractor and Subcontractor.

30.4.4 Contractor shall have the final decision in its reasonable discretion as to whether or not Subcontractor has achieved Final Completion. When Contractor agrees that the Work is finally complete, Contractor shall prepare and issue a Certificate of Final Completion, which shall set forth the date of Final Completion.

30.4.5 Notwithstanding Final Completion, if not previously conducted, Subcontractor shall remain responsible for supporting Owner equipment-testing, start-up and commissioning upon five (5) business days written notice from Contractor, as may be further provided in the Contract Documents.

## ARTICLE 31 Completion Guarantee

31.1 Subject to changes in the Contract Time in accordance with the Contract Documents, Subcontractor guarantees for each Statement of Work: (a) to achieve Substantial Completion on or before the Guaranteed Date of Substantial

Completion; and (b) if the Statement of Work expressly states that any Interim Milestone is subject to a completion guarantee, then to achieve such Interim Milestone by the applicable Interim Milestone Date.

31.2 Contractor and Subcontractor acknowledge and agree that Contractor shall be damaged by failure of Subcontractor to achieve Substantial Completion for each Statement of Work by the Guaranteed Date of Substantial Completion and that it would be impracticable or extremely difficult to fix the actual damages resulting therefrom.

31.3 In the event Subcontractor fails to achieve Substantial Completion for any Statement of Work by the Guaranteed Date of Substantial Completion, Subcontractor shall pay to Contractor as liquidated damages, and not as a penalty, one-tenth of one percent (0.1%) of the aggregate Contract Price for the applicable Statement of Work (i.e. the total amount payable for complete performance of the entire Statement of Work as reasonably determined by Contractor) for each calendar day of delay after a fifteen (15) calendar day grace period until Substantial Completion is achieved. Subcontractor's maximum aggregate liability for liquidated damages for delay in achieving the Guaranteed Date of Substantial Completion under any given Statement of Work shall not exceed two percent (2%) of the Statement of Work's aggregate Contract Price.

31.4 Liquidated damages apply only to the extent caused by Subcontractor or any Person for whom Subcontractor may be responsible. Otherwise, the number of calendar days comprising the period of time over which liquidated damages accrue shall not be reduced for any reason, unless reduced in writing by Contractor.

31.5 Subcontractor and Contractor agree that any sums which would be payable under Section 6 of the main body of this MSA (including this Article 31 and any applicable provisions in the Statement of Work) are in the nature of liquidated damages, and not a penalty, and are fair and reasonable, and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure. The Subcontractor (and its surety, if any) specially binds and obligates itself to pay such damages to the Contractor on demand or, at its option, the Contractor may withhold from the Subcontractor or its surety, if any, or offset proper liquidated damages against any amounts due the Subcontractor or its surety, if any, under the Contract or otherwise under Applicable Law. Liquidated damages payable hereunder are the sole and exclusive monetary remedy from Subcontractor for delays in achieving Substantial Completion for a Statement of Work by the Guaranteed Date of Substantial Completion. Liquidated damages are compensation for delays and shall not negate or limit Subcontractor's right to other damages such as damages arising out of Subcontractor's inability or unwillingness to complete Work and/or Contractor replacing Subcontractor with another contractor to complete the Work in accordance with the Contract Documents.

## **ARTICLE 32 Services and Equipment Warranties**

### **32.1 Subcontractor's Services**

32.1.1 Subcontractor warrants to Contractor that all services included in the Work, including, without limitation, any design services (if applicable), whether performed by Subcontractor, Sub-Tier Subcontractors, or Vendors, shall be first class in quality, free from defects, and in strict conformance with: (a) the Contract Documents; (b) the Standard of Care; and (c) all Applicable Laws.

32.1.2 Subcontractor's warranty correction obligation with respect to defective or non-conforming Work shall be to timely repair, remedial re-performance, or other correction of such Work and any other property damaged or otherwise rendered non-conforming as a result of the defective or non-conforming Work or its use.

### **32.2 Equipment, Materials, and Supplies**

32.2.1 Subcontractor shall obtain the manufacturer and extended manufacturer warranties applicable to Equipment, Materials, and Supplies incorporated into the Work that it procures including, without limitation, those referenced in the Contract Documents.

32.2.2 If extended warranties not listed in the Contract Documents are available, Subcontractor shall advise Contractor in writing of their availability and cost. If requested by Contractor, Subcontractor shall purchase the extended warranty and the Parties shall finalize a Change Order to reflect an increase in the Contract Price equal to the cost of the extended warranty.

32.2.3 Subcontractor warrants all materials and supplies incorporated into the Work it procures are: (a) new; (b) free from defects; and (c) a suitable grade and quality unless Contractor specified the particular material or supply in the Contract Documents or other writing.

### **32.3 Notwithstanding anything to the contrary in the Contract Documents:**

32.3.1 All warranties relating to the Work, equipment, materials and services furnished or obtained by Subcontractor shall run for the benefit of the Contractor and Owner and shall be assignable to Owner at Final Completion.

32.3.2 The Subcontractor hereby conditionally assigns to the Contractor and its assignee, effective at the time of Final Completion of the Work, any and all Sub-Tier Subcontractor, Vendor and manufacturer warranties and guarantees relating to the equipment, materials and services used in the Work.

#### 32.4 Subcontractor's Correction Period for Services Warranties

32.4.1 Except where the Contract Documents require a longer warranty period with respect to particular equipment, materials, or portions of the Work, the period for Subcontractor's correction obligations pursuant to the service warranties set forth in Section 32.1 for a given Statement of Work shall commence upon Final Completion and shall extend for a period of twelve (12) months ("Correction Period").

32.4.2 If the Subcontractor is required to repair or replace any portion of the Work within a Correction Period, then the Correction Period for the Work repaired or replaced shall extend for a period of one (1) year from the date the repair or replacement is completed.

#### 32.5 Timeliness of Corrective Services

Subcontractor shall fully perform all corrective services to Contractor's reasonable satisfaction within a reasonable time of receipt of Contractor's written notice of defective workmanship. If the Subcontractor fails to correct nonconforming Work within a reasonable time, the Contractor may correct the Work or have it corrected by a third party and the Subcontractor shall reimburse the Contractor for all costs and damages to the Contractor associated with such corrective work.

#### 32.6 Correction Exclusions

Subcontractor's correction obligations under this Article: (a) are in addition to any obligations of Subcontractor, Sub-Tier Subcontractors and Vendors under any other warranties and guarantees required by the Contract Documents; and (b) shall not apply to: (i) ordinary wear and tear; (ii) failure of the Owner or Contractor to maintain or other neglect; (iii) failure to operate the Work in accordance with Products Information provided by Subcontractor to Contractor or other misuse; (iv) repairs, substitutions, modifications, or additions have been made by someone other than Subcontractor or without Subcontractor's permission.

#### 32.7 Warranty Obligations

Subcontractor's warranty obligations set forth in this Contract shall survive any expiration or termination of the Contract.

Contractor shall not be liable for any special, indirect incidental or consequential damages arising from, or relating to the limited warranty or its breach except damages that can be reasonably shown to be within the scope of coverage of the insurance policies required by this Contract.

### ARTICLE 33 Transfer of Products Information

33.1 The Subcontractor shall provide the Contractor a copy in an Acceptable Electronic Format of all manufacturer specifications, operation manuals, maintenance manuals, data, drawings, documents, and other technical information (collectively, "Products Information") applicable to equipment installed as part of the Work for purposes of: (a) the proper operation, maintenance, and updating of the Work as integrated into the factory and its systems; and (b) modification or dismantlement and reassembly of the Work.

33.2 If any damage or loss to the Work or any property results from a failure of Subcontractor to provide current and complete Products Information as available from the manufacturer as of the date of transfer to Contractor, then the Subcontractor shall repair and make good at its own expenses such damage or loss and correct the Products Information.

33.3 Any statement conflicting with this Article, which may be contained in any documents or drawings to be supplied by the Subcontractor, Sub-Tier Subcontractors or Vendors, shall be null and void.

### ARTICLE 34 Ownership

#### 34.1 Work Product

34.1.1 All Drawings, Specifications, other documents, including, without limitation, those in electronic form, and the architectural works (as defined by 17 U.S.C. 101) embodied thereby, prepared in connection with the Project by the Owner, Contractor, Subcontractors, Sub-Tier Subcontractors, or Vendors and copies thereof furnished by any of them are and shall remain the Owner's property upon creation and the Owner shall hold all common law, statutory and other rights in them, including, without limitation, all copyright rights, upon creation (collectively "Work Product"); provided, however, that Work Product shall not include: (a) administrative information developed by the Subcontractor, Sub-Tier Subcontractors or Vendors in the ordinary course of business (e.g., accounting records, internal memorandums and the like); (b) means or methods of Subcontractor, Sub-Tier Subcontractors and Vendors which relate to its general services and which are not

specifically related to the Project or the services provided under this Contract (e.g. individual standard features and design elements that are dictated by functional requirements or other utilitarian concerns or are staple building components); or (c) pre-existing proprietary information of the Subcontractor, Sub-Tier Subcontractors and Vendors such as standard details (collectively (a) - (c) are "Subcontractor Proprietary Information").

34.1.2 Subcontractor agrees and does hereby assign, grant, transfer and convey to Owner, its successors and assigns, Subcontractor's entire right, title, interest and ownership in and to such Work Product, including, without limitation, all rights relating to copyright arising under 17 U.S.C. Section 101 et. seq. and any and all copyright registrations or applications associated therewith. Owner and its successors and assigns shall own Subcontractor's right, title and interest in and to, including, without limitation, the right to derivative works, all such Work Product, whether or not such Work Product constitutes a "work made for hire" as defined in 17 U.S.C. Section 201(b).

34.1.3 In addition, the Subcontractor hereby grants the Owner a fully paid-up, royalty free, perpetual, assignable, non-exclusive license to use, copy, modify, create derivative works from, and distribute to third parties Subcontractor Proprietary Information in connection with exercise of the Owner's rights in the Work Product, including, without limitation, operation, maintenance, repair, renovation, expansion, replacement and modification of the Project (whether by the Owner or a third party).

34.1.4 The Subcontractor shall obtain similar assignments, confirmations, and licenses as those set described in this Article from its Sub-Tier Subcontractors and Vendors (including, without limitation, all consultants) as set forth in Section 43.3.1.6.

34.1.5 The Work Product is to be used only by the Subcontractor, Sub-Tier Subcontractors and Vendors with respect to this Project and is not to be used on any other project. The Subcontractor, Sub-Tier Subcontractors, and Vendors are granted a limited license to use and reproduce applicable portions of the Work Product appropriate to and for use in the execution of their Work under the Contract Documents. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner's copyright or other reserved right.

34.1.6 Subcontractor shall deliver all copies of the Work Product to Contractor in an Acceptable Electronic Format upon the earlier to occur of the Contractor's request, completion of the Work, or termination of the Contract. Neither the Subcontractor nor any Sub-Tier Subcontractor or Vendor creating such Work Product or Subcontractor Proprietary Information shall be responsible for the use of or workability of such Work Product or Subcontractor Proprietary Information in connection with any other project on which such Subcontractor, Sub-Tier Subcontractor or Vendor, as applicable, is not involved. Owner's modification of any Work Project or re-use of the Work Product on any project shall be at its own risk, and any damages, losses or expenses arising out of or related to such use is hereby disclaimed.

#### 34.2 Subcontractor Proprietary Information

Subcontractor hereby grants Owner and Contractor a permanent assignable, non-exclusive, royalty-free license to Subcontractor Proprietary Information used or developed by Subcontractor or furnished or supplied to Contractor or Owner by Subcontractor in the course of performance under this Contract. Owner's or Contractor's modification of any Subcontractor Proprietary Information or re-use of Subcontractor Proprietary Information on any other project shall be at its own risk, and any damages, losses or expenses arising out of or related to such use is hereby disclaimed.

#### 34.3 Contractor Provided Information

34.3.1 The Subcontractor confirms and agrees that the Contractor or Owner, as the case may be, has and shall retain all rights, title, and interest in and to Contractor Provided Information, and that by use of Contractor Provided Information, the Subcontractor shall not acquire any right, title, or interest in Contractor Provided Information.

34.3.2 The Subcontractor shall promptly inform the Contractor in writing if the Subcontractor has reason to believe that any required design, process or product is an infringement of any third party intellectual property rights, and suspend its performance unless Contractor instructs Subcontractor in writing to proceed with such required design, process or product.

#### 34.4 Title to Work, Materials and Equipment Incorporated into the Work

34.4.1 Subcontractor warrants that title to all Work and Subcontractor Equipment and Materials incorporated into the Work will pass to Contractor upon the payment by Contractor to Subcontractor with respect to such Work, materials or equipment.

34.4.2 Notwithstanding the timing of passage of title, Subcontractor and Sub-Tier Subcontractors shall clearly mark all Work in progress on Site and during manufacturing and assembly as being prepared for the Project so as to distinguish such material from material in preparation for other facilities or projects. Contractor may enter upon the location where

any material or equipment is manufactured or stored for purposes of inspection, checking, testing or for any other purpose Contractor deems reasonably necessary.

34.4.3 The Subcontractor further warrants that upon payment by Contractor all Work, material and equipment shall be free and clear of all liens, claims, security interests or encumbrances in favor of any other Person. In the event of any failure to conform to this warranty, Subcontractor, upon Contractor's prompt written notice of such failure, shall defend the title to such equipment or material.

#### ARTICLE 35 Confidentiality

35.1 The confidentiality terms set forth in Exhibit A-2 shall apply to all disclosures between the Parties regarding the Project including, without limitation, disclosures prior to the Effective Date of this Contract.

35.2 Subcontractor agrees to:

35.2.1 Comply with Owner's Proprietary Information Program for Supply Chain including, without limitation, mandatory training requirements for Subcontractor and Sub-Tier Subcontractors staff that receive or create any Owner proprietary information.

35.2.2 Supply copies of individual confidentiality commitments acknowledged by Subcontractor and third party staff prior to receipt of sensitive Confidential Information as may be required by Owner to safeguard disclosures.

35.2.3 Abide by the reasonable confidentiality and security terms applicable to the Site and Owner meetings and functions.

#### ARTICLE 36 Default, Termination, and Suspension

36.1 Default by Contractor

36.1.1 Right to Terminate

Contractor may terminate this Contract in its entirety, or may elect to terminate a Statement of work or any other portion of the Subcontractor's Work, for default of the Subcontractor, whether by an action or inaction of the Subcontractor or by any Sub-Tier Subcontractors or Vendors, of any substantive obligation or provision of the Contract Documents, including, without limitation, the following the failure to: (a) properly schedule, execute, or correct the Work in accordance with the Contract Documents and Applicable Laws; (b) maintain substantial progress in completing the Work in accordance with either the Baseline Schedule or the latest Revised Schedule, as amended by Change Orders; (c) provide and promptly carry out Recovery Plans; or (d) comply with any Contractor Directive, notwithstanding that a dispute may exist with respect to a pending Change Order or Claim.

36.1.2 Opportunity to Cure

Prior to exercising its right to terminate this Contract pursuant to Section 36.1, Contractor shall provide notice specifying the default of the substantive provision or obligation to Subcontractor and that Contractor intends to terminate the Contract unless the Subcontractor cures any such default within five (5) calendar days following receipt of written notice of default from Contractor, unless such default cannot be cured within such time period. If Subcontractor believes the nature of the default is such that it cannot be cured within such period, Subcontractor shall so notify Contractor and Contractor may in its sole discretion extend the time period. Thereafter, Subcontractor shall commence and diligently continue effective action to correct such default, provided the default is cured within the time period approved in writing by Contractor. Notwithstanding the foregoing, Contractor may, in addition to any other of its remedies hereunder, withhold further payments to Subcontractor during the pendency of any such cure period.

36.1.3 Termination of Sub-Tier Subcontractors and Vendors

Contractor's right, pursuant to Section 36.1, to terminate all or any portion of the Work or to terminate Subcontractor's right to complete the Work under the Contract shall include the right to terminate all or any portion of the Work being performed by Sub-Tier Subcontractors and Vendors for default of any substantive obligation or provision of the Contract Documents. In such event, Subcontractor shall implement the necessary pass-through provisions in all relevant subcontracts and/or purchase order documents to fully carry out and enforce such terminations.

36.1.4 Bankruptcy

Contractor may also elect to declare Subcontractor in default and may exercise any of the remedies set forth in this Contract or under Applicable Law in the event of the following: (a) the commencement of an action by or against Subcontractor under applicable bankruptcy laws, or any general assignment by Subcontractor for the benefit of its creditors or the appointment of a receiver for Subcontractor's assets; or (b) Subcontractor's insolvency as reasonably determined by Contractor.



### 36.1.5 Contractor's Rights Upon Termination for Default

.1 If all or a portion of the Subcontractor's Work is terminated pursuant to Section 36.1, neither Subcontractor nor its surety, if any, shall be entitled to receive any payment until after Final Completion by others and after Contractor has assessed its additional costs and damages arising out of such termination. If Contractor's costs and damages are in excess of the unpaid portion of the Contract Price(s), then Subcontractor shall pay Contractor for all costs and damages in excess of the unpaid portion of the Contract Price(s).

.2 The Contractor shall not be required to obtain proposals for completing such Work, but may make such expenditures as in the Contractor's sole judgment will best accomplish such completion. In the alternative, Contractor shall have the right, but not the obligation, to make demand upon the surety of the Subcontractor's performance bond, if any, to complete the Contract.

.3 Upon such termination, Subcontractor shall immediately undertake all necessary steps to mitigate against Contractor's damages. Upon request and as directed by Contractor, Subcontractor shall assign all of Subcontractor's right, title and interest to all (a) subcontracts, (b) purchase orders, (c) rental agreements, and (d) any of the following that Subcontractor was required to specially order for the Project: materials, supplies and equipment; in each case (a) - (d) using forms satisfactory to Contractor and otherwise assist Contractor in the orderly and expeditious transfer of such rights and turn over to Contractor an electronic copy of all of the Baseline Schedule, all Schedule Updates, Revised Schedules, Drawings, Specifications Shop Drawings, other construction and installation documents, all as-built drawings, and such other Work-related documents which may be needed to facilitate completion of the Work by others, all in an Electronic Format Acceptable to Contractor.

### 36.1.6 Stop Work Order due to Default

In the event of any breach of a substantive provision or obligation of this Contract by Subcontractor, and in lieu of declaring termination for default, Contractor may elect to stop any operations of Subcontractor or any affected Sub-Tier Subcontractors or Vendors until such default or failure is remedied. No part of the time lost due to stop work orders arising out of such breaches shall be made the subject of a claim for extension of time or for increased costs or damages by Subcontractor. The issuance of a stop work order shall not prejudice Contractor's right to subsequently terminate this Contract for such default.

### 36.1.7 Effect of Termination for Default

.1 Contractor's termination of this Contract or of Subcontractor's right to complete the Work pursuant to Section 36.1 shall not release Subcontractor from, or waive any rights of Contractor to recover, damages or obtain other relief as provided for under the terms of the Contract Documents, or of the obligations of Subcontractor's surety, if any, or of the obligations of any surety under any Sub-Tier Subcontractor bond.

.2 In the event of termination for cause, disputes as to whether a breach of contract occurred shall be subject to Arbitration. If a court of competent jurisdiction later determines that such termination was improper or wrongful, then the improper or wrongful termination shall automatically convert into a termination for convenience, and such termination shall be treated as a termination for Contractor's convenience pursuant to Section 36.2. 36.2 Termination for Convenience

### 36.2.1 Right to Terminate for Convenience

Contractor may terminate this Contract in its entirety, a Statement of Work, or any other portion of the Subcontractor's Work, at any time upon written notice to Subcontractor solely for Contractor's convenience and without regard to any fault or failure to perform by Subcontractor or any other party.

### 36.2.2 Termination Process

Upon receipt of such notice of termination, Subcontractor shall immediately and in accordance with instructions from Contractor proceed as follows: (a) cease operations to the extent specified in the notice; (b) place no further orders and enter into no further subcontracts for materials, labor, services or facilities that relate to the canceled Work; (c) terminate all subcontracts and orders that relate to the canceled Work (except to the extent that Contractor, at its sole election, instructs Subcontractor in writing to assign such subcontracts and orders to Contractor); (d) proceed to complete the performance of all Work not canceled; and (e) take such actions that may be necessary, or that Contractor may direct, for the protection and preservation of the canceled Work.

### 36.2.3 Payment

.1 In the event of termination for convenience, Subcontractor shall be paid an amount equal to: (a) that portion of the Contract Price(s) properly allocable to Work properly performed prior to the receipt of the notice

of termination and the effective date of termination, whichever last occurs (to the extent not previously paid to Subcontractor); (b) the amount of all retention held by Contractor not applied to withholding or offsets as permitted by this Contract; (c) Subcontractor's allowable direct and indirect costs of settling and paying actual and reasonable termination charges by Sub-Tier Subcontractors and Vendors which are properly chargeable to the cancelled portion of the Work (provided, that Subcontractor shall take reasonable efforts to minimize such costs); and (d) Subcontractor's direct and reasonable costs of demobilization (provided, that Subcontractor shall take reasonable efforts to minimize such costs).

.2 Subcontractor shall set forth the amounts it contends are owed by Contractor to Subcontractor pursuant to the preceding sentence in Subcontractor's final Application for Payment and support such amounts by proper records.

.3 Subcontractor's entitlement to receive its final termination payment under this provision shall require a final waiver and release from Subcontractor and from Sub-Tier Subcontractors whose subcontracts are not being continued by Contractor, such documents to be the same form and delivered under the same conditions as final payment absent a termination under this provision, and shall be subject to all other requirements for payment of an Application for Payment set forth in this Contract.

### 36.3 Suspension for Convenience

#### 36.3.1 Right to Suspend

Contractor may at any time, with or without cause, suspend performance of all or any portion of the Work by giving Subcontractor notice specifying which portion of the Work is to be suspended and the effective date of such suspension.

#### 36.3.2 Suspension Process

Subcontractor shall discontinue the Work as specified in the notice and, with respect to the suspended Work, take all actions necessary to maintain and safeguard all materials, equipment, supplies and Work in progress affected by the suspension, including, without limitation, promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Contractor of all orders, subcontracts, and rental agreements.

36.3.3 In the event that any Contractor suspension or suspensions for convenience cumulatively lasts one hundred twenty (120) calendar days or longer, Subcontractor may, at its option, declare a termination of the Contract and such termination shall be treated as a Termination for Convenience by the Contractor pursuant to Section 36.2.

#### 36.3.4 Payment

In the event of suspension for convenience, Subcontractor shall be entitled to receive and Contractor shall pay Subcontractor as follows:

.1 An amount equivalent to that portion of the Contract Price(s) properly allocable to Work satisfactorily performed prior to the effective date of suspension (to the extent not previously paid to Subcontractor);

.2 Extra Costs determined in accordance with Article 25 which are incurred by Subcontractor, Sub-Tier Subcontractors and Vendors as a result of continuing to maintain dedicated personnel, materials and equipment at the Site at Contractor's request during any suspension period, including, without limitation, for the purpose of safeguarding all material, equipment, supplies and Work in progress; and

.3 Other reasonable and unavoidable Extra Costs determined in accordance with Article 25 which are directly related to the suspension of the Work; provided,

.4 An adjustment to the cost of performance shall: (a) be made to the extent directly attributable to such suspension; and (b) not be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible or otherwise for a delay not caused by Contractor or Owner.

### 36.5 Survival

The expiration or termination of this Agreement for any reason shall not release the Parties herein from any liabilities or obligations which either: (i) are expressly stated herein to survive; or (ii) remain to be performed or by their nature would be intended to be applicable following expiration or termination.

## ARTICLE 37 Compliance with Laws

37.1 Subcontractor shall: (a) comply with all Applicable Laws in its performance of the Work including, without limitation, those relating to safety, environmental protection, and hazardous materials; (b) obtain permits and licenses

specifically required by the Contract Documents or as required by Applicable Law to be taken out in Subcontractor's name; and (c) except as otherwise provided in the Contract Documents, obtain relevant Governmental Authority acknowledgments confirming the conditions of permits applicable to the Work have been met.

37.2 Subcontractor shall be responsible for its acts or omissions that cause any non-compliance with an Applicable Law including, without limitation, all fines, penalties or charges issued for any violation of safety or health regulations by Subcontractor in the performance of the Work.

37.3 Upon Contractor's request, Subcontractor shall furnish evidence satisfactory to Contractor that the foregoing obligations have been fulfilled.

37.4 Subcontractor shall keep informed of any changes in Applicable Law which are likely to affect Subcontractor's performance of the Work and include the contingency in planning discussions. A change in an Applicable Law after the date of a Statement of Work shall give Subcontractor the right to submit a Request for Change under such Statement of Work if Subcontractor can demonstrate the change in Applicable Law has increased the time or the cost of performing the Work.

37.5 Subcontractor shall not export/re-export any technical data, process, product, or service, whether directly or indirectly, to any country for which the U.S. government or any agency thereof requires an export license or other government approval without first obtaining such license (including the release of controlled technology to foreign nationals from "controlled countries", as such are designated by the U.S. government).

37.6 If the Subcontractor observes any failure of the Contract Documents to conform with Applicable Laws, Subcontractor shall immediately notify Contractor in writing before proceeding with the Work affected.

#### 37.7 Hazardous Substances

37.7.1 Subcontractor shall have no responsibility for the discovery, presence, handling, removal or disposal of preexisting Hazardous Substances at the Site; except Subcontractor shall be responsible for: (a) Hazardous Substances the Subcontractor, Sub-Tier Subcontractors, or Vendors bring to the Site; and (b) the exacerbation of pre-existing Hazardous Substances at the Site caused by the Subcontractor's, Sub-Tier Subcontractors', or Vendors' actions after discovery.

37.7.2 If Subcontractor, Sub-Tier Subcontractors or Vendors discovers the presence of any pre-existing Hazardous Substances at the Site or any release of Hazardous Substances at the Site, then Subcontractor shall immediately report the presence and precise location of any such materials to Contractor and immediately stop Work in the affected area.

37.7.3 Subcontractor shall, at its sole cost and expense and subject to approval by Contractor, perform any remedial or other activities (including, without limitation, investigation of Site conditions, repair, cleanup, remedial, removal or restoration work or detoxification) required, ordered, recommended, or requested by any Governmental Authority or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of construction pollution, due to violation of Applicable Law involving a Hazardous Substance, and shall indemnify the Indemnitees pursuant to Article 40 for any Hazardous Substance Release. Contractor and Owner each reserves the right to perform such remedial or other activities directly, in which case Subcontractor shall reimburse Contractor and Owner for the cost thereof.

#### ARTICLE 38 Removal of Liens

38.1 If any claim of non-payment, lien, or other demand for payment or security therefor, including, without limitation, claims or demands upon any performance and payment bond sureties for the Work, is made or filed by any Person claiming that it is unpaid for any services, goods, or taxes furnished in connection with the Work, or if at any time there should be evidence of such non-performance or non-payment of any claim, lien or other demand for which, if established, Contractor or the Project might become liable, then, unless the Contractor has wrongfully withheld payment for such Work, the Contractor shall be entitled to retain from any payment then due or thereafter to become due under this Contract an amount not to exceed the amount permitted by Applicable Law to satisfy, discharge and defend against any such claim, lien, or other demand.

38.2 Should any Sub-Tier Subcontractor, Vendor, or other Person or any of them make, record, or file or maintain any action on or with respect to any claim of any non-payment, lien or other demand relating to the Work, unless Contractor has wrongfully withheld payment for such Work, Subcontractor shall immediately and at its expense, cause such claim to be removed, or procure, furnish, and record appropriate statutory release bonds, if applicable, that will extinguish or expunge such claim.

38.3 It is expressly understood that all of Subcontractor's obligations with respect to this Article begin immediately at the outset of any notice or filing of a claim or affidavit of non-payment, either by correspondence or court proceeding, and without regard to any showing of fault on the Subcontractor's part.

#### ARTICLE 39 Insurance and Bonds

### 39.1 OCIP Coverage

39.1.1 Owner has arranged for the Project to be insured under an owner-controlled insurance program ("OCIP"). Parties performing labor or services at the Site are required to be Enrolled Parties (as hereinafter defined) unless they are an Excluded Party (as hereinafter defined). Subcontractor has received a copy of Owner Controlled Insurance Program (OCIP) Site Project Insurance Manual, edition date October 25, 2021 ("OCIP Manual"). The OCIP Manual is hereby incorporated by reference in this Contract. In the event of any conflicts with these General Terms (for the avoidance of doubt including its exhibits), the OCIP Manual shall control. Participation as an Enrolled Party in OCIP is not automatic. Subcontractor must obtain written acceptance into the OCIP. The OCIP will provide to Enrolled Parties certain insurance coverages outlined in Exhibit A-3. The OCIP Insurance Policies (as hereinafter defined) shall apply only to those operations of each Enrolled Party performed at the Site in connection with the Work, and only to Enrolled Parties. An Enrolled Party's operations away from the Site, including, without limitation, product manufacturing, assembly, or otherwise, are not generally covered by the OCIP Insurance Policies. The OCIP shall not apply to the operations of Contractor, Subcontractors, Sub-Tier Subcontractors, or Vendors at their respective offices, factories, warehouses, or other such locations away from the Site. The OCIP shall provide at least the following policies of insurance (the "OCIP Insurance Policies") to Enrolled Parties:

- .1 Workers' Compensation (at statutory limits)
- .2 Employer's Liability
- .3 Commercial General Liability (CGL)
- .4 Excess/Umbrella Liability
- .5 Builder's Risk Property Insurance

39.1.2 Owner shall be responsible for payment of the deductibles and self-insured retentions set forth in the OCIP Insurance Policies, during the entire period of construction (including, without limitation, installation) and during the completed operations coverage period. Owner shall have no obligation to provide insurance other than the OCIP Insurance Policies. Owner shall pay the costs of premiums for the OCIP Insurance Policies and will receive or pay all adjustments to such costs. Except as provided by Applicable Laws, Owner's furnishing of the OCIP Insurance Policies shall in no way relieve or limit any Enrolled Party or Excluded Party of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP Insurance Policies, or Applicable Laws, including, without limitation, any indemnification obligations. Any type of insurance coverage or limits of liability in addition to the OCIP Insurance Policies that an Enrolled Party or its subcontractors or vendors of all tiers require for its or their own protection, or that is required by Applicable Laws or regulations, shall be such Enrolled Party's, subcontractors', or vendors' sole responsibility and expense, and shall not be billed to Owner.

39.1.3 "Enrolled Parties." The OCIP shall insure Enrolled Parties, which includes Owner, Contractor, Subcontractors, Sub-Tier Subcontractors, and Vendors once enrolled in the OCIP, and any other Person the Owner may designate as an Enrolled Party in Owner's sole discretion. Enrollment requires submission of all necessary enrollment information, Subcontractor's agreement to the OCIP program's terms, and written acceptance into the OCIP as evidenced by a confirmation of enrollment letter and proof of insurance.

39.1.4 "Excluded Parties." The OCIP shall not insure Excluded Parties, which consists of the following:

- .1 Off-site fabricators, vendors, suppliers (who do not perform or subcontract installation), material dealers, guard services, janitorial services, blasting, environmental remediation firms, hazardous material(s) or waste removal and/or transport companies, hazardous waste disposal firms and/or sites, and any other Persons that only make deliveries to or from the Site;
- .2 Truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Site;
- .3 Real estate agents, mortgage brokers, architects, engineers, and soil testing engineers, and their consultants;
- .4 Subcontractors, Sub-Tier Contractors, and Vendors who do not perform any actual labor on the Site; and
- .5 Any other parties or entities (a) not specifically identified herein as being Enrolled Parties or (b) specifically determined by Owner, in its sole discretion, to be excluded from OCIP coverage.

39.1.5 Subcontractor shall be liable to Contractor and/or Owner for the following deductible or self-insured retention contributions for losses payable to the extent arising out of the Work or the acts or omissions of Subcontractor, any Sub-

Tier Subcontractor, any Vendor, or any other Person for whom Subcontractor may be responsible, whether during the Work or after completion of the Work or both:

.1 In the event of an "occurrence" of "bodily injury" or "property damage" or a "personal injury" or "advertising injury offense," as those terms are defined in the OCIP Insurance Policies, which requires Owner to satisfy all or any portion of the deductibles or self-insured retentions set forth in the OCIP Insurance Policies (the "OCIP Deductible") Contractor and/or Owner may, in its sole discretion, seek contribution(s) towards such OCIP Deductible (the "OCIP Deductible Contribution") from Subcontractor in a total amount not to exceed \$25,000 per occurrence per involved Enrolled Party. An assessment against Subcontractor may include amounts assessed for Sub-Tier Subcontractors, Vendors, and any other Person for whom Subcontractor may be responsible.

.2 In the event of a loss which requires Owner to satisfy all or any portion of the deductible or self-insured retention set forth in the builder's risk policy, Contractor and/or Owner may, in its sole discretion, seek contribution towards such deductible or self-insured retention (the "BAR Deductible Contribution") from Subcontractor and/or any responsible Sub-Tier Subcontractor, Vendor, or other Person for whom Subcontractor may be responsible, in an aggregate amount not to exceed \$25,000 per loss event.

#### 39.1.6 Deductible and self-insured retention contributions:

.1 Are not an indemnity obligation on the part of Subcontractor, they are a contractual allocation of the insured parties' mutual obligations under the Commercial General Liability and Builder's Risk Property Insurance;

.2 May be back-charged;

.3 If collected by Owner (as opposed to Contractor) shall be due and payable to Owner within ten (10) calendar days after Owner's written demand, and at the request of Owner may be withheld from monies otherwise owing to Subcontractor; and

.4 Shall remain uninsured by Subcontractor and will not be covered by the OCIP Insurance Policies, nor shall it be included in the Contract Price(s).

39.1.7 In consideration of Owner purchasing OCIP insurance as stated above, the Enrolled Parties shall assign to Owner all returned premiums, premium refunds, dividends and other monies due or to become due in connection with the insurance which Owner provides under the OCIP, all of which will inure to the benefit of the OCIP. The Enrolled Parties shall execute such further documentation as may be required by Owner to effect this assignment.

39.1.8 Subcontractor shall comply with the OCIP program terms and use reasonable efforts to resolve claims internally to avoid unnecessary litigation.

39.1.9 The obligations of Subcontractor under this Contract are not limited in any manner because of any coverage provided under the OCIP Insurance Policies or because of any OCIP Deductible Contribution or BAR Deductible Contribution.

39.1.10 Owner reserves the right to terminate or change the terms and conditions of the OCIP coverage subject to (30) days calendar notice. This Contract shall be automatically amended upon the effective date for the termination or change as set forth in Owner's notice.

#### 39.2 Subcontractor's Insurance

39.2.1 At all times during Subcontractor's performance under this Contract, Subcontractor agrees to carry insurance of the applicable types and in the minimum amounts as provided for in the insurance schedule attached as Exhibit A-3. All such policies shall be carried in a company or companies acceptable to Contractor.

39.2.2 The minimum insurance limits set out in Exhibit A-3 shall not limit Subcontractor's liability. Subcontractor's obligations to procure insurance are separate and independent of, and shall not limit, Subcontractor's contractual indemnity and defense obligations. Contractor does not represent that coverages and limits required in this Contract will necessarily be adequate to protect Subcontractor.

39.2.3 With respect to each policy of insurance required to be carried by Subcontractor pursuant to Exhibit A-3, Subcontractor shall provide a certificate of insurance with all required policy endorsements upon execution of this Contract and upon renewal of any expired coverage. Subcontractor shall make applicable insurance policies available for review upon request by Contractor, but failure by Contractor to review such policies or certificates of insurance shall not constitute a waiver of any obligation in this Article or Exhibit A-3.

39.2.4 Subcontractor hereby waives all its rights of recovery, under subrogation or otherwise, against Contractor and Owner and their officers, agents and employees, and all tiers of contractors, subcontractors, vendors and suppliers engaged

directly by Owner or Contractor with respect to the Project, to the extent covered by insurance required to be provided by Subcontractor and Sub-Tier Subcontractors or Vendors of whatever tier, and further waives all rights of recovery which are not covered by insurance because of deductible or self-insurance obligations relating to such insurance. These waivers do not apply to Subcontractor's rights of recovery against its own Sub-Tier Subcontractors and Vendors of whatever tier, nor against Owner's architects, engineers or other design professionals. Subcontractor will require all Sub-Tier Subcontractors and Vendors, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this Section. To the fullest extent permitted by law, Subcontractor shall require all insurance policies required by Exhibit A-3 to include clauses stating each insurer will waive all rights of recovery consistent with this Section. All waivers provided herein shall be effective as to any Person even if such Person: (a) would otherwise have a duty of indemnification, contractual or otherwise; (b) did not pay the insurance premium directly or indirectly; and (c) whether or not such individual or entity has an insurable interest in any property damaged.

39.2.5 Subcontractor shall by appropriate written agreements flow down to Sub-Tier Subcontractors and Vendors the following minimum insurance requirements: (a) participation in the owner-controlled insurance program unless excluded; (b) the waivers in Section 39.2.4; (c) the obligation to purchase additional insurance set forth in Section 39.2.7; and (d) the minimum insurance, waivers of subrogation, additional insured coverage, and all other requirements set forth in Exhibit A-3.

39.2.6 Subcontractor shall pay all insurance premiums, including, without limitation, any charges for required waivers of subrogation or the endorsements of additional insureds and for notice of non-renewal and termination. If Subcontractor fails to maintain insurance, Owner or Contractor may take out comparable insurance and Contractor shall be entitled to deduct and retain the amount of the premium(s) from any sums due Subcontractor under this Contract.

39.2.7 If the aggregate limits on any Subcontractor insurance policy are no longer available, Subcontractor must notify Contractor and immediately, at Subcontractor's expense, purchase replacement coverage to meet the insurance requirements as specified in Exhibit A-3. Alternatively, Subcontractor's failure to maintain the required insurance will result in a Subcontractor default pursuant to Article 36.

### 39.3 Breach of Insurance Requirements

39.3.1 In the event that liability for any loss or damage is denied by the underwriter or underwriters, in all or in part, because of Subcontractor's failure to procure and maintain insurance as required herein, Subcontractor shall pay or reimburse Contractor for, and hold harmless, defend and indemnify Contractor against, all, demands, losses, costs and expenses, third party claims, and all associated attorneys' fees, which would otherwise be covered by said insurance and any other damages resulting from lack of insurance required hereunder.

39.3.2 The insurance obligations of Subcontractor are separate from and are in no way intended to limit Subcontractor's indemnity obligations under Article 40.

### 39.4 Bond Requirements

39.4.1 Subcontractor shall furnish to Contractor performance and payment bonds for each Statement of Work to the extent required by the Contract Documents or otherwise agreed in writing by the Parties.

39.4.2 All bonds shall be issued by sureties acceptable to Contractor and in a form satisfactory to the Contractor. All bonds signed by an agent must be accompanied by a certified copy of that agent's authority to act. All sureties must be authorized to conduct business in the state where the Project is located. No change, alteration or modification to the terms, conditions or scope of this Contractor in the terms or manner of payment shall in any way exonerate or release, in whole or in part, any surety on any bond furnished by or on behalf of Subcontractor.

39.4.3 No payment whatsoever shall be due Subcontractor until the provisions of this Section have been met to Contractor's satisfaction. Failure of Subcontractor to provide the aforementioned bonds within ten (10) business days of written notice shall constitute a material breach of this Contract, entitling Contractor, at its option, to immediately terminate the Contract pursuant to Section 36.3, or declare this Contract null and void.

## ARTICLE 40 Indemnification

40.1 To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless Indemnitees, from and against any and all Demands arising out of: (a) breach of this Contract; (b) negligent acts or omissions contributing to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself); (c) any liens or other encumbrances on the Work or Owner's property arising out of or connected to the Work (excluding liens resulting from the Contractor's failure to pay Subcontractor amounts due under this Agreement); (d) any unauthorized use of any confidential or intellectual property; or (e) any Hazardous Substance Release; in each case of (a)-(e) above in this paragraph, to the extent caused or allegedly caused by Subcontractor, a Sub-Tier Subcontractor(s), a Vendor(s), or any other Person for whom Subcontractor may be responsible. Subcontractor's indemnity obligation shall not apply to the extent the Demand is DUE IN PART TO AN INDEMNITEE'S CONCURRENT NEGLIGENCE OR OTHER TORTIOUS CONDUCT, BAD FAITH, ARBITRARY OR

CAPRICIOUS CONDUCT, INEQUITABLE CONDUCT, BREACH OF CONTRACT OR WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE, OR STRICT LIABILITY WITHOUT REGARD TO FAULT.

40.2 The indemnification obligations set forth in this Contract are subject to the exclusions of types of damages set forth in Section 41.1 except to the extent an exception in Section 41.2 applies.

40.3 The indemnification obligations set forth in this Contract: (a) are independent of, and will not be limited by, each other; (b) shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a Party or Person referenced in this Article; (c) shall not be limited by the amount of any insurance obtained or maintained (or required to be obtained or maintained) by the Subcontractor pursuant to this Contract, except

to the extent Section 41 regarding the types of damages excluded may apply; and (d) shall apply irrespective of whether or not Subcontractor, any Sub-Tier Subcontractors, or any Vendors obtain or fail to obtain any insurance coverages.

40.4 Subcontractor, on behalf of itself, Sub-Tier Subcontractors, Vendors and any other Person for whom Subcontractor may be responsible, expressly waives any immunity and any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties hereto have mutually negotiated this waiver.

#### ARTICLE 41 Limitation of Liability

41.1 Subject to Section 41.2, to the extent permitted by Applicable Law, in no event shall either Party be liable to the other for any special, indirect, consequential, or punitive damages regardless of the theory of liability. These exclusions of types of damages shall apply whether or not the Party is apprised of the possibility or likelihood of such damages.

41.2 The exclusions stated in Section 41.1 shall not apply to: (a) willful misconduct; (b) damages that can be reasonably shown to be within the scope of coverage of the insurance policies required by this Contract; (c) unauthorized use of any intellectual property; (d) breach of confidentiality; and (e) any Hazardous Substance Release.

41.3 Contractor's liability to Subcontractor for the suspension (including, without limitation, stop work orders), termination for convenience, and termination for default, shall be limited to compensation stated as payable under the Contract Documents and, in addition to the exclusions stated in this Article, Contractor shall have no liability to Subcontractor for further compensation or any other expenses, impaired bonding capacity, or any overhead.

41.4 Subcontractor's total liability under or in connection with a SOW shall in no event exceed the total amount of revenue expected for the Work, paid and to be paid by Contractor to Subcontractor, under the SOW.

#### ARTICLE 42 Assignment and Subcontracting

The Subcontractor shall not, without prior written consent of the Contractor, assign all and any rights, interests, benefits or obligations under the Contract to any Person. Any attempted assignment made in violation of the terms of this Article shall be null and void and of no force or effect. All terms and conditions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

#### ARTICLE 43 Subcontracts and Vendor Orders

##### 43.1 Sub-Tier Subcontractors and Vendors

Subcontractor shall be responsible for the acts, omissions, and performance of Sub-Tier Subcontractors and Vendors to the same extent as if performed by Subcontractor itself, and for coordination of all portions of the Work performed by Sub-Tier Subcontractors and Vendors.

##### 43.2 Proposed Sub-Tier Subcontractors and Vendors

43.2.1 Subcontractor shall not subcontract all or substantially all of a Statement of Work without the advance written consent of Contractor. Any attempt to do so in violation of this Section shall be null and void.

43.2.2 Subcontractor shall inform Contractor's Procurement or Contract Management representative of portions of the Work to be subcontracted, and keep the information updated throughout the Work at all times.

43.2.3 When required by Contractor, Subcontractor shall provide notice to Contractor prospective Sub-Tier Subcontractors and/or Vendors and obtain Contractor's written consent prior to retaining them. Contractor shall not unreasonably withhold consent.

43.2.4 As requested by Contractor from time-to-time, Subcontractor shall provide: (a) a list of the Sub-Tier Subcontractors and Vendors proposed or selected by Subcontractor; (b) a description of their qualifications; (c) the portion of Work proposed or already subcontracted; and (d) any certificate of insurance they have provided for the subcontracted Work.

43.2.5 Contractor shall, within ten (10) business days after receipt thereof, reply to Subcontractor in writing stating whether or not Contractor consents or rejects each Sub-Tier Subcontractor and/or Vendor on the list. Contractor's failure to reply within ten (10) business days after receipt of notice pursuant to Section 43.2.3 shall constitute Contractor's consent to the Sub-Tier Subcontractors and/or Vendors listed in the notice.

43.2.6 The Subcontractor shall not replace any Sub-Tier Subcontractor or Vendor that was subject to an advance written consent requirement pursuant to Section 43.2.3, unless Contractor gives prior written consent for the replacement.

43.2.7 Contractor's consent, approval, or acceptance (or failure to respond) with respect to any Sub-Tier Subcontractor or Vendor shall neither:

- .1 Impose any liability or obligation on Contractor;
- .2 In any way relieve the Subcontractor from any of its obligations to fully manage, administer and assure that the Sub-Tier Subcontractor or Vendor complies with the requirements of the Contract Documents; nor
- .3 In any way relieve Subcontractor of its liability for the acts and omissions of the Sub-Tier Subcontractor or Vendor as if they were the acts or omissions of the Subcontractor itself.

#### 43.3 Flow Down

Subcontractor's subcontracts and purchase orders shall contain the following provisions unless plainly inapplicable to the services and/or products being contracted:

##### 43.3.1 Require all Sub-Tier Subcontractors and Vendors to:

- .1 Make payments to Sub-Tier Subcontractors and Vendors in a manner similar to Section 6.10.1 and, in any event, in accordance with Applicable Law.
- .2 Submit releases and waivers using the applicable forms attached as Exhibit A-1, covering all completed Work, as a condition precedent to Contractor's duty to pay the next progress payment or final payment that is otherwise due;
- .3 Fully cooperate with the various testing representatives of Owner, Contractor, and Subcontractor at the Site;
- .4 Submit change requests and claims to Subcontractor within a time frame and in a manner sufficient to enable Subcontractor to submit Requests for Change and Claims pertaining to the Work in strict compliance with the Contract;
- .5 Agree that neither the Subcontractor nor Contractor has any obligation to review or respond to any Requests for Change or Claims that seek types of damages not permitted under, or otherwise excluded by, this Contract including, without limitation, claims for loss of productivity and/or extended overhead;
- .6 Provide Owner with ownership of Work Product and the assignments, confirmations, and licenses set forth in Article 34;
- .7 Provide the warranties stated in Section 43.4, to the extent applicable;
- .8 Conform to the insurance flow down requirements set forth in Section 39.2.4, except to the extent an exception is authorized in writing by Contractor;
- .9 Indemnify the Indemnitees at least to the same extent as Subcontractor is indemnified in the subcontract or purchase order, as applicable; and
- .10 Agree to a conditional assignment to Contractor (and its successors and assigns), at Contractor's sole election, in the event of a suspension of the Work or Contractor's termination of all or a part of this Contract for any reason.

43.3.2 Set forth that the Sub-Tier Subcontractor or Vendor receiving the subcontract or purchase order from Subcontractor:



- .1 Agrees to the limitations on Substitutions set forth in Article 16;
- .2 Agrees it is not a third party beneficiary of any contract between Subcontractor and Contractor, and that the subcontract or purchase order does not otherwise create any contractual relationship between it and Contractor;
- .3 Consents to joinder, upon Contractor's written demand, in any dispute resolution or legal proceeding to which Contractor is a party involving the Work; and
- .4 Agrees it must obtain prior written approval of Owner, through Contractor, prior to the publication of any promotional material regarding the Project or their work for the Project.

#### 43.4 Sub-Tier Subcontractor and Vendor Warranties

To the extent any Sub-Tier Subcontractors and Vendors are performing services or procuring equipment, material or supplies to be incorporated into the Work or otherwise used in the course of performing the Work, Sub-Tier Subcontractors and Vendors shall provide the warranties stated in Section 32.1 and Section 32.2, and the conditional assignment in Section 32.3.2.

#### 43.5 Communications with Sub-Tier Subcontractors and Vendors

Contractor shall have the right from time to time to contact Sub-Tier Subcontractors and Vendors to discuss their performance or supply related to the Work. Contractor shall provide Subcontractor written notice of its intent to conduct such discussions and, upon written request, Subcontractor shall be given a reasonable opportunity to participate.

#### 43.6 Audit of Sub-Tier Subcontractors and Vendors

Subcontractor shall assure that Sub-Tier Subcontractors and Vendors maintain cost accounting records to enable Contractor to audit all books and records to the extent set forth in these General Terms including, without limitation, Article 26.

#### 43.7 Contingent Assignment of Agreements and Purchase Orders

43.7.1 Subcontractor hereby conditionally assigns to Contractor and its successors and assigns all of its interest in all subcontracts and purchase orders now existing or hereinafter entered into by Subcontractor for performance of any part of the Work. This assignment will be effective only as to those subcontracts and purchase orders that Contractor designates and accepts in writing upon Contractor's termination or suspension of this Contract pursuant to Article 36.

43.7.2 Upon acceptance by Contractor under Section 43.7.1, Subcontractor shall promptly furnish to Contractor true and correct copies of the designated subcontracts and purchase orders in an Acceptable Electronic Format. Contractor's liability thereunder, however, shall be limited to compensation accruing to such parties for Work done or equipment, materials, and supplies delivered from and after the date on which Contractor accepts assignment. Contractor shall not assume liability for Work performed or equipment, material, and supplies supplied for subcontracts and purchase orders not accepted by Contractor.

43.7.3 It is further agreed that the conditional assignments described in this Section and Section 32.2 are part of the consideration to Contractor for entering into the Contract with Subcontractor and may not be withdrawn. Subcontractor shall deliver or cause to be delivered to Contractor in an Acceptable Electronic Format a written acknowledgment in form and substance satisfactory to Contractor from each of Sub-Tier Subcontractor and Vendor of the contingent assignment described herein no later than fifteen (15) business days after a written request therefor by Contractor.

### ARTICLE 44 Independent Parties

44.1 Subcontractor shall at all times be an independent Subcontractor.

44.2 Nothing contained in the Contract Documents shall: (a) authorize Subcontractor to act as an agent or a representative of the Contractor or to create any obligation of any kind, expressed or implied, on behalf of the Contractor; (b) be deemed to imply or represent that any agent, representative, or employee of Subcontractor, any Sub-Tier Subcontractor or any Vendor is an agent, representative or employee of Contractor; or (c) be construed to create a contractual relationship of any kind between Contractor and any Sub-Tier Subcontractor or Vendor.

44.3 There are no third party beneficiaries. Subcontractor is not a third party beneficiary of the Prime Contract. Sub-Tier Subcontractors and Vendors are not a third party beneficiary to this Contract.

### ARTICLE 45 Force Majeure

45.1 "Force Majeure" as used herein means any event beyond reasonable control of either party affected that neither party could have reasonably anticipated or prevented including, without limitation, war, hostilities, invasion, strikes (other than involving the Subcontractor's or a Sub-Tier Subcontractor's staff or labor), earthquake, flood, embargoes, expropriation, governmental laws, orders or regulations, interference, or other prohibitive action by a Governmental Authority.

45.2 Either Party affected by Force Majeure shall immediately notify the other Party in writing of the onset of a Force Majeure event.

45.3 Each Party shall resume performance as soon as practicable. Neither Party shall be in default in performance of its obligations under the Contract nor shall commit a breach of the Contract, for so long as the performance of its obligations is frustrated by Force Majeure.

45.4 If a Force Majeure occurs, Subcontractor shall: (a) use reasonable efforts to avoid and minimize all adverse impacts on Contract fulfillment; and (b) promptly provide Contractor with an actionable plan to resume performance upon the cessation of the Force Majeure event.

45.5 Each Party shall promptly resume performance following cessation of the Force Majeure event. The Subcontractor's sole and exclusive remedy for a Force Majeure event shall be a one-for-one extension of time for the duration of the Force Majeure event.

#### **ARTICLE 46 Rights and Remedies**

46.1 Duties and obligations imposed by the Contract Documents are in addition to any duties and obligations applied by Applicable Law.

46.2 Any enumeration of the Parties' rights and remedies set forth in this Contract are not intended to be exhaustive. Except where a remedy is stated to be sole and exclusive: (a) a Party's exercise of any right or remedy under this Contract does not preclude the exercise of any other right or remedy; and (b) each Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in the Contract Documents, any other agreement between the Parties, or which may now or subsequently exist at law or in equity, by statute or otherwise. This section shall apply to the entirety of the Contract including, without limitation, all express remedies set forth as optional.

46.3 Except to the extent expressly set forth in writing signed by Contractor stating that it accepts a specific defective condition, no inspection (or failure to inspect), payment, review, approval, or acceptance by Contractor shall: (a) constitute a final acceptance of the Work or any part thereof except as expressly provided in Article 30; or (b) waive, or release Subcontractor from, any of its obligations and responsibilities in the Contract Documents.

46.4 No waiver of any term or condition of the Contract shall be of any force or effect, unless in a writing signed by a Party specifically stating the provision(s) that is waived. Either party's waiver of any breach or failure to enforce any of the provisions of the Contract at any time, shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract. A waiver by Contractor of a default by Subcontractor shall not be considered to be a waiver of any subsequent default by Subcontractor, nor be deemed to amend or modify the terms of this Contract.

46.5 All corrections and remedial work required of Subcontractor in connection with the Work, and any other losses Subcontractor may incur, attributable to Subcontractor's non-compliance or fault shall be performed at Subcontractor's expense, regardless of the type of pricing applicable to Work. Subcontractor's liability for damages and related expenses is not reimbursable for any Work performed on a cost reimbursement structure.

46.6 If the Subcontractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

#### **ARTICLE 47 Order of Precedence**

In the event of any conflicts or inconsistencies which cannot be resolved by reading the Contract Documents within the context of Article 49 and Subcontractor's representations set forth in Article 6, with respect to Work under a given Statement of Work the provisions of the Contract Documents shall be controlling in accordance with the following order of precedence:

47.1 The main body of the MSA, as supplemented by amendments executed by the Parties;

47.2 Exhibit "A" to the MSA titled "General Terms" (including its exhibits);

47.3 The current Revised Schedule, or if none, the Baseline Schedule;

47.4 Mutually agreed technical clarifications in writing signed by the Parties, Contractor's written instructions, and other similar type of written communications exchanged or commenced after the Statement of Work's Effective Date and throughout the period of Work in reverse chronological order;

47.5 Statements of Work:

- (a) Assumptions Section;
- (b) Drawings;
- (c) Specifications;
- (d) Other parts of the Statement of Work; and
- (e) Other Contract Documents incorporated by reference.

**ARTICLE 48 Dispute Resolution**

48.1 Meeting of Senior Officers

In the event of any claim, dispute or controversy arising out of or relating to the Work or the Contract Documents which the Parties have been unable to settle within a period of thirty (30) calendar days after the dispute or disagreement arises, each Party shall nominate a senior officer of its management to meet at a mutually agreed time and place in Phoenix, Arizona, not later than thirty (30) calendar days after the dispute or disagreement has arisen, to attempt to resolve such claim, dispute or controversy.

48.2 Informal Dispute Resolution

Should a resolution of any claim, dispute or controversy not be obtained within fifteen (15) days after the meeting of senior officers pursuant to Section 48.1, the Parties shall submit the dispute to informal dispute resolution pursuant to the processes described in Exhibit A-4. If the claim, dispute or controversy submitted is either a Small Claim or Small Delay Claim as defined in Exhibit A-4, then the claim, dispute or controversy shall be finally resolved using the baseball-type arbitration as provided in Exhibit A-4.

48.3 Non-Binding Mediation

Claims, disputes or controversies that remain unresolved after the informal dispute resolution set forth in Section 48.2, shall upon written notice from one Party to the other be submitted to non-binding mediation before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after the written notice of submission to mediation, the American Arbitration Association shall be empowered to appoint a qualified mediator. The mediation shall be conducted with thirty (30) days of the selection or appointment of the mediator, as applicable. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at a mutually agreeable location within 50 miles of the Site. If the Parties are unable to agree upon a location, the mediation shall be held at the offices of the American Arbitration Association in Phoenix, Arizona. Participation in non-binding mediation in accordance with this Section 48.3 shall be a condition precedent to Subcontractor filing any legal action against Contractor and seeking Arbitration.

48.4 Arbitration

48.4.1 All unresolved claims, disputes or controversies arising out of or relating to the Work or the Contract Documents which are not resolved pursuant to the dispute resolution procedures set forth in Sections 48.1 - 48.3 shall, on the demand of either party, be referred to and finally resolved by arbitration (an "Arbitration") in accordance with the following procedures:

48.4.2 The arbitration proceedings shall take place in Phoenix, Arizona and be conducted in accordance with the Construction Industry Rules of the American Arbitration Association (the "AAA") then in effect (the "Rules"), except to the extent modified herein.

48.4.3 The proceedings shall be conducted by an arbitration panel composed of (a) an individual selected by Contractor within twenty (20) calendar days of the receipt by respondent of the demand for arbitration, (b) an individual selected by Subcontractor within twenty (20) calendar days of the receipt by respondent of the demand for arbitration and (c) an individual who is an experienced arbitrator selected by each of the individuals selected pursuant to subsections (a) and (b), respectively, within twenty (20) calendar days of the appointment of the second arbitrator, and each such individual shall be a person experienced in and knowledgeable of large, complex construction projects within the U.S. commercial construction industry. Any arbitrator not timely appointed shall be appointed by the AAA in accordance with the Rules.

48.4.4 The proceedings shall commence within sixty (60) calendar days of appointment of the arbitration panel or as soon thereafter as reasonably practicable.

48.4.5 The arbitration panel shall have no authority or power to enter an award which is in conflict with any of the provisions of the Contract. The decision or award must be in writing and must contain findings of fact on which it is based. The decision and award of the arbitral panel shall be final and binding on the Parties and may be challenged only on the grounds set forth on the Federal Arbitration Act, 9 U.S.C. §1 et seq. Any decision or award of the arbitration panel may be enforced or confirmed in any court of competent jurisdiction.

48.4.6 The fees and expenses of the arbitration panel and the AAA shall be borne equally by the Parties; provided, that the arbitration panel shall have the right to award reasonable costs and fees, including without limitation, attorneys' fees and expert fees, in accordance with the Rules.

48.4.7 In consideration of the Parties' mutual undertaking to minimize time and costs normally required for settling disputes, the Parties hereby agree that the Claim procedures in Article 24 shall be complied with as a condition precedent to either party's right to pursue Arbitration. In the event any cost issue is submitted for Arbitration, the Parties expressly agree that the relevant provisions of Article 24, Article 25, and Article 26 shall be the sole and exclusive method used in calculating and determining such costs.

#### 48.5 Claim, Dispute or Controversy

"Claim, dispute or controversy" for purposes of this Article 48 includes any claim, dispute or controversy of any nature including, without limitation, ones allegedly extra-contractual in nature, whether such claim, dispute or controversy arises under the law of tort, contract, property, or otherwise, or at law or in equity, or under state or federal laws, or by statute or common law, for damages or any other relief.

#### 48.6 Joinder

Subcontractor consents to joinder at Owner's demand in any dispute resolution or legal proceeding to which Owner is a party involving the Work, and will execute reasonable documentation of its consent submitted by Contractor within three (3) calendar days of a written request.

#### 48.7 Attorneys' Fees

In any legal proceeding between the Parties, the prevailing party shall be entitled to recover its reasonable expenses and attorneys' fees from the other Party.

### ARTICLE 49 Interpretation

49.1 The validity, interpretation and performance of the Contract shall be governed by the substantive and procedural laws of the state of Arizona where the Site is located, without regard to its conflicts of laws principles. The Parties agree to the exclusive jurisdiction of the federal, state, and local courts of the Site.

49.2 The ruling language of the Contract shall be English language according to which the Contract shall be construed and interpreted. No translation of the text of any Contract Document may be used to determine the meaning, interpretation, or construction of the Contract.

49.3 The Parties' intent shall be inferred from the Contract Documents read as a whole with the Contract Documents taken as mutually explanatory of one another.

49.4 No amendment or modification of this Contract shall be binding upon either party unless made in writing and executed by duly authorized representatives of both Parties.

49.5 With regard to the Specifications and other technical requirements, in the event of any conflict or inconsistency the most stringent clause or requirement of any part of the Contract Documents shall control, unless specifically stated otherwise.

49.6 The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of this Contract. The Parties further agree to reform this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

49.7 The descriptive headings of the articles and sections of this Contract are inserted for convenience only. They are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Contract or the meaning of any provision.

49.8 The singular shall include the plural and vice versa.

### ARTICLE 50 Notices

50.1 All notices regarding claims, termination, or notices required by Applicable Law given by a Party to the other in connection with the Contract shall be served in writing, sent by U.S. Postal Service or by formal courier service, return receipt requested to the other party's principal place of business, or such other address as the Contractor or the Subcontractor nominate for this purpose, with a copy by electronic email to the other party's authorized site representative.

Contractor's notices shall be sent to:

United Integrated Services (USA) Corp.  
140 W. Pinnacle Peak Rd.  
Phoenix, AZ 85027, USA  
Attn: C.M Lai

With a copy to:

United Integrated Services (USA) Corp.  
140 W. Pinnacle Peak Rd.  
Phoenix, AZ 85027, USA  
Attn: Robert Peak, Legal Counsel

Subcontractor's notices shall be sent to Subcontractor at the address provided on the MSA to Subcontractor's MSA signatory with copy to "Attn: Legal Counsel".

50.2 All other notice, instructions, or decision to be given under the Contract by and to duly authorized representatives of the Parties hereto unless otherwise agreed in the Contract shall be provided by electronic email, to the party's authorized representative(s). If any notice, instruction or decision is given orally by Contractor, it shall be confirmed in writing by the Subcontractor without delay and shall be submitted to the Contractor for its records, review, comment, or approval.

#### ARTICLE 51 Definitions

"Acceptable Electronic Format" means a submittal or other document created by Subcontractor using a Contractor supplied or approved format, stored in a searchable digital file, and transmitted electronically to Contractor's designated Project Coordinator or Construction Management system portal. Acceptable Electronic Formats vary by type of submittal and document. Contractor-supplied formats are accessible in Contractor's subcontractor service portal, or are available upon request. Contractor reserves the right to establish, update, or replace Acceptable Electronic Formats upon reasonable written notice.

"Applicable Laws" means any and all applicable federal, state and local statutes, laws, rules, regulations, ordinances, codes, building codes, guidelines, court rulings, rules of common law, restrictions and requirements of any Governmental Authority having jurisdiction pertaining to the Site, the Project, Contractor's services, Contractor's employees, Subcontractor's employees, and/or the Work, including, without limitation (i) Environmental Laws, (ii) those pertaining to equal opportunity, affirmative action and discrimination, (iii) those pertaining to health or safety, including without limitation, the Occupational Safety and Health Act of 1970 (84 U.S. Statutes 1590) as amended and any applicable state programs, rules and regulations approved or provided thereunder, (iv) those pertaining to disabilities and architectural barriers, including Title III of The Americans with Disabilities Act of 1990, the Accessibility Guidelines for Buildings and Facilities, and any architectural barriers act of the state in which the Project is located, and (v) those pertaining to immigration.

"Application for Final Payment" has the meaning set forth in Section 6.8.

"Application for Payment" has the meaning set forth in Section 6.6.1.

"Arbitration" has the meaning set forth in Exhibit A-4 and Section 48.4, as the case may be.

"Baseline Schedule" has the meaning set forth in Section 7.1.1.

"Bid Documents" means all documents included within, or incorporated by reference into, Owner's invitation to bid or request for proposals in relation to the Project, together with any and all addenda to such documents issued by Owner.

"Change" has the meaning set forth in Section 23.1.1.

"Change Order" has the meaning set forth in Section 23.1.2.

"Claim" has the meaning described in Section 24.1.

"Concurrent Delay" is a delay caused in whole or in part by, or contributed to by any primary, concurrent or contributorily negligent acts or omissions by the Subcontractor, Sub-Tier Subcontractors, or Vendors, or which arises from any other failures by Subcontractor, Sub-Tier Subcontractors, or Vendors to perform their respective obligations in accordance with the Contract Documents.

"Construction Manager Agent" has the meaning set forth in Section 9.2.

"Contract Documents" has the meaning set forth in Section 1.1.

"Contract Price" has the meaning set forth in Section 6.1.1.

"Contract Time" means the dates and periods of time set forth in each Statement of Work.

"Contractor" means United Integrated Services (USA) Corp., an Arizona corporation.

"Contractor Directive" has the meaning set forth in Section 22.4.1.

"Contractor Furnished Equipment and Materials" means systems, equipment, instruments, tools, or materials specified in the Specification as to furnished by Contract and required for Subcontractor's Work.

"Contractor Provided Information" means any and all surveys, reports, drawings, specifications, documents, designs, and other information provided by Contractor (on behalf of Owner or Contractor) for utilization by Subcontractor in performance of the Work, including, without limitation, the Drawings and Specifications.

"days" means calendar days unless stated as business days.

"Defense Costs" means court costs and all reasonable attorneys' fees, paralegal fees, expert witness fees, investigation costs, and other costs and expenses incurred by Contractor, Owner and/or the other Indemnitees, to the extent their interests appear with respect to matters which arise out of Subcontractor's indemnity obligations, including without limitation, such costs incurred in investigating, preparing, defending, prosecuting, or settling any legal or alternative dispute resolution action or proceeding.

"Demands" means all demands, claims, suits, causes of action, losses, damages, liability, costs, expenses, fines, penalties, judgments, settlements, and judgments (including, without limitation, court costs, attorneys' fees and other Defense Costs), whether arising in equity, at common law, or by statute, or under the law of contracts or torts (including, without limitation, negligence and strict liability without regard to fault) of every kind and character.

"Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including, without limitation, plans, elevations, sections, details and diagrams.

"Effective Date" means the effective date of the Master Services Agreement.

"equipment" means equipment, instruments, and systems which may consist of equipment, software, and other items.

"Extra Costs" has the meaning set forth in Section 25.2.

"Force Majeure" is set forth in Section 45.1.

"Governmental Authority" means: (a) the United States of America; (b) any state, county, municipality or other governmental subdivision within the United States of America; and (c) any court or any governmental department, commission, board, bureau, agency or other instrumentality of the United States of America or of any state, county, municipality or other governmental subdivision within the United States of America.

"Guaranteed Date of Substantial Completion" means the mutually agreed date for the Subcontractor to achieve Substantial Completion of the Work set forth in a Statement of Work as changed with Schedule Revisions made in accordance with the Contract.

"Hazardous Substance" means (i) any hazardous materials, hazardous wastes, hazardous substances, solid waste and toxic substances as those or similar terms are defined under any environmental laws; (ii) any asbestos or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable; (iii) any polychlorinated biphenyls ("PCBs"), or PCB-containing materials, or fluids; (iv) radon; (v) any other hazardous, radioactive, explosive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste; (vi) any pollutant or contaminant (including petroleum, petroleum hydrocarbons petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources; (vii) any substance that, whether by its nature or its use, is subject to regulation under any Environmental Law or with respect to which any environmental law or Governmental Authority requires environmental investigation, monitoring or remediation; (viii) any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; whether empty, filled or partially filled with any substance; (ix) any urea formaldehyde foam insulation or any material which contains any urea formaldehyde foam insulation; and (x) any substance that is toxic, ignitable, reactive or corrosive and

regulated by any Governmental Authority including, without limitation, any substance defined by Applicable Law as a "hazardous waste," "extremely hazardous waste," "solid waste," "toxic substance," "hazardous substance," "hazardous material" or "regulated substance."

"Hazardous Substance Release" has the means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including, without limitation, ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture) of a Hazardous Substance.

"Inconsistencies" has the meaning set forth in Section 3.1.8.

"Indemnitees" means collectively Owner, Contractor, and their subsidiary companies, affiliated companies and parent companies of every tier and their respective directors, officers, employees, agents, and assignees permitted herein, Owner's lender for the Project, if any, and the tenant for the Project, if any.

"Minor Change" has the meaning set forth in Section 22.3.2.

"MSA" means Master Services Agreement executed between Contractor and Subcontractor.

"OCIP Manual" has the meaning set forth in Section 39.1.1.

"Person" means any or all of an individual, partnership, company, firm, corporation, and any other entity, association or organization.

"Plant" means the deliverables to be designed, constructed and/or installed by the Subcontractor at the Site once attached to the factory.

"Products Information" has the meaning set forth in Section 33.1.

"Project" means the construction of Owner's semiconductor factory in Phoenix, Arizona, referenced in the background section of the MSA.

"regulations" means Applicable Laws.

"Request for Change" has the meaning set forth in Section 23.1.3.

"Revised Schedule" has the meaning set forth in Section 7.2.1.

"Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by the Subcontractor, Sub-Tier Subcontractors or Vendors to illustrate how certain specific Work components fit together and will be located in relation to each other.

"Site" means the actual place(s) within Owner's property to which the Subcontractor may bring Subcontractor Equipment and Materials, the Contractor Furnished Equipment and Materials are to be delivered and where installation is to be done by the Subcontractor, together with so much of the area surrounding area as shall be used with the written consent of the Contractor in connection with the Work and any other place which is so specified in the Specification.

"Specification" means that portion of the Contract Documents labeled as such and consisting of the written requirements for materials, equipment, installation and construction systems, standards and workmanship for the Work and the performance of related services, which is subject to amendment from time to time during the term of the Contract in accordance with the Contract.

"Standard of Care" is defined in Section 4.4.4.

"Subcontractor" means the Party that executes the Master Services Agreement, and its successors or permitted assigns, as the Subcontractor.

"Subcontractor Equipment and Materials" means any systems, equipment (including, without limitation, construction machinery), systems, instruments, materials, tools, supplies, and temporary structures, whether required to form part of the Work or used by Subcontractor or Sub-Tier Subcontractors in the execution of the Contract. Subcontractor Equipment and Materials excludes Contractor Furnished Equipment and Materials.

"Subcontractor's Project Safety Plan" has the meaning set forth in Section 10.3.1.

"Substantial Completion" is defined in Section 29.1.

"Sub-Tier Subcontractors" means contractors, vendors, fabricators, consultants, and any other Persons at any tier to whom the preparation of any design, the provision of expertise, the supply of any labor or item required to form part of the Work or to perform any part of the Work that is contracted by Subcontractor in connection with Work hereunder; provided, Sub-Tier Subcontractors does not include Vendors.

"Vendor" means any Person which has a purchase order from, or is otherwise engaged without a subcontract by, the Subcontractor, a Sub-Tier Subcontractor, or another Vendor at any tier to provide materials, equipment, or related services (including, without limitation, consulting) in connection with the Work.

"Work" means the obligations, responsibilities, work, services, submittals, and Plant to be executed by the Subcontractor as described and in accordance with the Contract Documents. Work may refer to Work under an individual Statement of Work or all of the Work under the Parties' Master Services Agreement, as the context may require.

#### **ARTICLE 52 Entire Agreement**

The Contract Documents set forth the full and complete understanding of the Parties as of the Effective Date of this Contract and supersede any and all agreements, understandings and representations made or dated prior thereto. Unless specifically incorporated herein, the Contract Documents do not include any other documents such as any qualifications to the Contract Price or Contract Time contained in Subcontractor's bid or any correspondence or other proposals by either party dated prior to the Effective Date hereof.



EXHIBIT A-1

PAYMENT LIEN WAIVERS

- Exhibit A-1.1: Conditional Waiver and Release Upon Progress Payment
- Exhibit A-1.2: Unconditional Waiver and Release Upon Progress Payment
- Exhibit A-1.3: Conditional Waiver and Release Upon Final Payment
- Exhibit A-1.4: Unconditional Waiver and Release Upon Final Payment

## EXHIBIT A-1.1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project:

Job No.:

On receipt by the undersigned of a check from \_\_\_\_\_ [maker of check] in the sum of \$ \_\_\_\_\_ [amount of check] payable to \_\_\_\_\_ [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document— becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the job of \_\_\_\_\_ [Contractor] located at \_\_\_\_\_ to the following \_\_\_\_\_ [job description] extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to \_\_\_\_\_, [person with whom undersigned contracted] through \_\_\_\_\_ [date] only and does not cover any retention pending modifications and changes or items furnished after that date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his / her laborers, Sub-Tier Subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated to be effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, a

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A-1.2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Project:

Job No.:

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for all labor, services, equipment or material furnished to the jobsite or to \_\_\_\_\_ [person with whom undersigned contracted] on the job of \_\_\_\_\_ [Contractor] located at \_\_\_\_\_ [job description] and does hereby release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to \_\_\_\_\_ [person with whom undersigned contracted] through \_\_\_\_\_ [date] only and does not cover any retention pending modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his / her laborers, Sub-Tier Subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated to be effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

, a

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.*

## EXHIBIT A-1.3

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project:

Job No.:

On receipt by the undersigned of a check from \_\_\_\_\_ [maker of check] in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ [amount of check] \_\_\_\_\_ [payee or payees of check] and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the job of \_\_\_\_\_ [Contractor] located at \_\_\_\_\_ [job description].

This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the jobsite or to \_\_\_\_\_ [person with whom undersigned contracted], except for disputed claims in the amount of \$ \_\_\_\_\_. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all his / her laborers, Sub-Tier Subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Dated to be effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, a

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

\_\_\_\_\_

## EXHIBIT A-1.4

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project:

Job No.:

The undersigned has been paid in full for all labor, services, equipment or material furnished to the jobsite or to \_\_\_\_\_ [person with whom undersigned contracted], on the job of \_\_\_\_\_ [Contractor] located at \_\_\_\_\_ [job description] and does hereby waive and release any right to mechanic's lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

The undersigned warrants that he either has already paid or will use the monies he receives from this final payment to promptly pay in full all of his / her laborers, Sub-Tier Subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project.

Dated to be effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_, a

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title:

*Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.*

## EXHIBIT A-2

CONFIDENTIALITY

1. Confidential Information. "Confidential Information" means any information about the Project that one Party receives (a "Receiving Party") from the other Party (a "Disclosing Party") that is either:
  - (a) Marked as "confidential", "proprietary", "secret", or similarly marked or identified;
  - (b) Identified as information of Owner or by the nature of the information can be identified as information of Owner; or
  - (c) Information by its nature or circumstances surrounding its disclosure should reasonably be regarded as confidential.
2. Exceptions to Confidential Information. Confidential Information does not include information which can be shown by the Receiving Party as information:
  - (a) Already known or in its possession without an obligation of confidentiality prior to the execution of this Agreement;
  - (b) Rightfully furnished to the Receiving Party subsequent to the Effective Date by a third party without a breach of any legal or contractual obligation;
  - (c) That is or becomes publicly available without breach of this Agreement; or
  - (d) Independently developed by the Receiving Party without reliance on the Confidential Information.
3. Use. Receiving Party may use Confidential Information for performance of the Contract. Additionally, Contractor and Owner may use Confidential Information for Project requirements such as coordination, reviews, evaluation, and negotiation of additional work packages, as well as the administration, construction, operation, maintenance, repair, and upgrade of the Fab 21 semiconductor factory including all of its phases ("Purpose"). Receiving Party agrees to:
  - (a) Make no other commercial use of Confidential Information whatsoever whether for its own or any third party's benefit;
  - (b) Disclose Confidential Information only on a need-to-know basis to receivers that are bound to protect the Confidential Information by terms at least as protective as those of this Agreement;
  - (c) Hold Confidential Information in strict confidence and take all reasonable precautions to protect such Confidential Information including, without limitation, all precautions that Receiving Party employs with respect to its own confidential and proprietary materials, but in no event less than reasonable care;
  - (d) Not to copy, decompile, disassemble or reverse engineer any disclosed Confidential Information; and
  - (e) Not to use any Confidential Information to create any intellectual property, product, service, or technology that is based upon, developed with, derived from, uses, employs, or incorporates, any Confidential Information.
4. Third Party Non-Disclosure. Participant agrees that it will not, without the prior written consent of Contractor, make any disclosure off Confidential Information to any third party, except in strict confidence on a need-to-know basis to its Sub-Tier Subcontractors, Vendors, legal counsel, insurers, accountants, and financing sources.
5. Notice of Misuse. If Receiving Party discovers that Confidential Information has been used, disseminated, or published in violation of this Agreement, the Receiving Party will immediately: (i) notify Disclosing Party in writing; (ii) take all reasonable action to minimize the impact of the use, dissemination or publication; and (iii) take any necessary steps to prevent any further disclosure of any Confidential Information.
6. Judicial and Government Disclosures. If disclosure of Confidential Information is required by judicial or other governmental action, Receiving Party will:
  - (a) Immediately notify Disclosing Party;
  - (b) Not make the disclosure without first allowing Disclosing Party the opportunity to oppose the action;
  - (c) Cooperate fully with Disclosing Party in opposing and limiting the scope of the disclosure;
  - (d) Continue to protect Confidential Information not otherwise made public by the court or governmental body; and
  - (e) Be released from its obligations under this Agreement to the extent, but only to the extent, of the compelled disclosure.
7. Intellectual Property Rights Reserved. Nothing in this Agreement shall be construed to constitute a:

- (a) Waiver by the Disclosing Party or Owner any of its rights in or to any Confidential Information that constitutes a copyright, patent, trademark, or trade secret; or
- (b) Release or waiver of the Receiving Party's legal obligation not to disclose or misappropriate any copyright, patent, trademark, or trade secret of Disclosing Party or Owner during or after the term of this Agreement.

8. Remedies. Each Party shall be liable for damages resulting from the disclosure of Confidential Information in breach of this Agreement by the Receiving Party or any failure to protect or misuse by a third party to whom it disclosed Confidential Information. The Parties acknowledge that there can be no adequate remedy at law for any breach of obligations hereunder, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief, including injunctions without the posting of a bond, in addition to any other remedies it might have at law.

## EXHIBIT A-3

INSURANCE

## PART I

The OCIP Insurance Policies include only certain types of coverage, for a specific period of time, and at a specifically defined location. Enrolled Parties must provide the following additional insured coverages for all operations not included in the OCIP Insurance Policies, including but not limited to operations not performed on the Site, at their own expense. Excluded Parties and any other Person not enrolled in the OCIP must provide the following coverages for all operations, at their own expense. Enrolled Parties and Excluded Parties shall obtain and maintain (and require each of their respective Sub-Tier Subcontractors and Vendors to obtain and maintain), the insurance coverage specified below, at their own expense.

- A. Workers' Compensation Insurance as required by statute in the state in which the Work will be undertaken.
  1. If the Work will involve, in whole or in part, work or operations on the navigable waters of the United States or on a flagged vessel, then Subcontractor shall obtain coverage pursuant to the Jones Act and/or the Longshoremen's and Harbor Worker's Compensation Act as applicable.
  2. If Subcontractor leases one or more employees through the use of a payroll, employee management, or other similar company, then Subcontractor must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability. Such insurance shall be in addition to the workers' compensation coverage provided to the leased employee by the payroll, employee management, or other similar company.
- B. Employer's Liability Insurance with limits of at least \$1,000,000 bodily injury by accident; \$1,000,000 bodily injury by disease; and \$1,000,000 annual aggregate.
- C. Business Auto Liability Insurance covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with combined single limits not less than \$1,000,000 each accident. If the Work involve transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Subcontractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorists coverage shall be included.
- D. Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard for offsite activities, and shall be maintained through the Statute of Repose for the state in which the Work is performed. The limits of such insurance shall not be less than:
  1. \$1,000,000 each occurrence
  2. \$2,000,000 aggregate for products-completed operations
  3. \$2,000,000 general aggregate limit, which shall apply separately and be reinstated annually.

The policy shall not contain any exclusions directed toward any types of projects, materials or processes involved in the Work.
- E. Umbrella/Excess Liability Insurance written on an occurrence basis in excess of the Commercial General Liability, Employer's Liability, and Business Auto Liability Insurance identified above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policies shall be written on a "drop-down" and "following form" basis for the Additional Insured status, Waiver of Subrogation, and Primary Noncontributory endorsements, with only such exceptions as Contractor shall expressly approve in writing.



Subcontractor's umbrella/excess liability insurance shall have limits not less than \$5,000,000 per occurrence and in the aggregate, with annually reinstating general aggregate.

The amounts of insurance required herein may be satisfied by purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance in each case is not less than the limits specified for the underlying type when added to the limit for umbrella/excess liability insurance stated in this section.

Such insurance shall be maintained through the Statute of Repose for the state in which the Work is performed.

- F. If Professional Services are provided, Professional Liability Insurance, insuring against professional errors and omissions arising from the Work on the Project by any party providing design-build, architectural, engineering, surveying services, construction management, and/or the preparation of plans or drawings, with limits not less than \$5,000,000 per claim and \$5,000,000 annual aggregate. Such policy shall not contain any exclusions directed toward any types of projects, materials, services, or processes involved in the Work. The retroactive date for coverage will be no later than the commencement date of design and will state that in the event of termination or non-renewal the discovery period for insurance claims will be at least 5 years or otherwise as by agreement with Contractor. Coverage shall include, but not be limited to:
1. Insured's interest in joint ventures, if applicable;
  2. Construction Management must be listed as a Professional Service covered by the policy without being subject to limitation by a specific definition;
  3. Technology Services must be listed as a covered service with respect to BIM hosting and management responsibilities (for Projects utilizing BIM); and
  4. Limited contractual liability.
- G. Pollution Liability Insurance, if the Work being performed involves abatement, removal, replacement, repair, enclosure, encapsulation, and/or disposal of any Hazardous Substance. Coverage shall be provided on an occurrence basis with limits of \$5,000,000, per occurrence and in the aggregate, and shall include coverage for liability to third parties for bodily injury, property damage, remediation, and clean-up costs arising from pollution events or conditions on, at, under, or migrating from the Site and from transportation and disposal of pollutants and/or anything contaminated by pollution. The retroactive date for coverage will be no later than the date that Work commenced. This insurance must be maintained through the Statute of Repose for the state in which the Work is performed.
- H. Contractor's Equipment Insurance provided on an "all risk" form, covering all risk of physical damage to equipment provided for use at the Site by Subcontractor, whether owned, leased, rented, borrowed or used at the Site. Subcontractor waives its rights of recovery against Owner and Contractor and each of their officers, employees, consultants and agents as to any damage or loss which may occur to its equipment to the extent covered by insurance. Subcontractor will ensure that the insurance company providing such coverage specifically agrees to this waiver. If uninsured, Subcontractor will hold harmless the aforementioned parties for loss or damage to its tools and equipment.
- I. Aircraft Liability Insurance, if any aircraft is to be used in the performance of the Work (including owned and non-owned aircraft, and including drones), with the following minimum limits:
1. Bodily Injury: \$10,000,000 each occurrence; \$2,000,000 each person
  2. Property Damage: \$10,000,000 each occurrence.

**PART II**

The following requirements are applicable to all of the insurance coverages required under this Exhibit A-3 for their entire duration:

- A. All of the above-described insurance policies (except the worker's compensation coverage described above in I.A, and the Professional Liability described above in I.F) shall include Owner and Contractor, their respective affiliates, parent companies, subsidiaries, officers, directors, employees, and agents as additional insureds. Further additional insured requirements shall apply to any Work performed at a Contractor facility. General Liability form used shall be ISO CG 20 10 10 93 and CG 20 37 07 04 or their equivalent.
- B. Primary and Non-Contributory. All policies in which Owner and Contractor is included as an additional insured shall include language stating that such policies are primary and non-contributory to any coverage maintained by Owner and Contractor except for OCIP Insurance Policies, which shall be primary for work performed on the Site.
- C. Waiver of Right to Recovery including Subrogation. All of the above-described insurance policies shall contain provisions that the insurance companies will have no rights of recovery or subrogation against Owner and Contractor and their respective affiliates, parent companies, subsidiaries, officers, directors, employees, agents, co-lessees and co-venturers, it being the intention of the Parties that the insurance so effected shall protect all such parties, and Subcontractor's carrier shall be primarily liable for any and all losses covered by the above-described insurance.
- D. Self-Insured Retentions. Any and all deductibles and self-insured retentions in the above-described insurance policies shall be as assumed by, for the account of and at Subcontractor's sole risk. None of the insurance required in this Exhibit A-3 shall be subject to any self-insured retention greater than \$250,000 without Contractor's written approval.
- E. All policies providing coverage hereunder shall be endorsed with provisions that state no cancelation of any policy shall become effective without thirty (30) calendar days' written notice thereof to Contractor. Subcontractor shall not cancel, allow to expire without renewal, or make any material changes in any such policies without thirty (30) days' prior written notice to and the written consent of Contractor.
- F. The insurance to be provided by Subcontractor shall cover the acts and omissions of Subcontractor, Sub-Tier Subcontractors and Vendors and their respective employees, agents and representatives. Subcontractor shall cause Sub-Tier Subcontractors and Vendors to provide the same insurance required of Subcontractor unless otherwise agreed to in writing by Contractor.
- G. In the event Contractor should desire any other type of insurance during Subcontractor's performance under the Contract, such insurance shall be provided by Subcontractor with such firm or firms as Contractor may direct. Contractor shall reimburse Subcontractor in an amount equal to the premium for the additional coverage. Subcontractor shall submit a Certificate of Insurance showing evidence of purchased coverage and an invoice from the insurer for the cost each year that Subcontractor is requested to maintain the additional coverage.

## EXHIBIT A-4

### INFORMAL DISPUTE RESOLUTION

#### 1. DEFINITIONS

The following definitions apply to this Exhibit "A-4":

- A. **"Claiming Subcontractor"** means a subcontractor that is seeking relief under its Governing Agreement through a Large Delay Claim, Large Claim, Small Claim, or Small Delay Claim.
- B. **"Days"** means business days and do not include those days that are designated national and/or State of Arizona holidays or weekends, unless expressly stated to the contrary.
- C. **"Delay Claim"** means a problem, claim, or other dispute related to the Project in which the primary issue is the subcontractor's request for an extension of time. A Delay Claim may be accompanied by a request for monetary compensation consistent with the Governing Agreement arising from the purported delay and requested extension of time.
- D. **"Governing Agreement"** means that particular agreement which governs the legal relationship between two parties on the Project. For example: the Prime Contract is the Governing Agreement between the Owner and Contractor; a subcontract is the Governing Agreement between the Contractor and any of its subcontractors.
- E. **"Large Claim"** means a problem, claim, or other dispute related to the Project for which monetary relief consistent with the Governing Agreement is sought and the amount sought is greater than or equal to \$250,000 or 0.5% of the contracted cost of work, whichever is less.
- F. **"Large Delay Claim"** means a Delay Claim has any of the following characteristics: (a) it arises from more than one event or occurrence; (b) the Claiming Subcontractor seeks or contends that it is entitled to an extension of time greater than or equal to, or has been delayed by more than, five Days; or (3) the Claiming Subcontractor seeks a sum greater than \$250,000 as compensation for the alleged delay.
- G. **"Small Claim"** means a problem, claim, or other dispute related to the Project for which monetary relief consistent with the Governing Agreement is sought and the amount sought is less than \$250,000 or 0.5% of the contracted cost of work, whichever is less.
- H. **"Small Delay Claim"** means any Delay Claim that is not a Large Delay Claim.
- I. **"Subcontractors"** means those subcontractors or subcontractor parties who have agreed to use and to be bound by this Informal Dispute Resolution procedure as indicated by inclusion of this Exhibit "A-4" in their Governing Agreement. The Owner's Construction Manager as Agent under contract on the Project is not intended to join in or be bound by this Informal Dispute Resolution procedure.
- J. **"Project"** means the TSMC construction program located at the southwest corner of Dove Valley Road and 43<sup>rd</sup> Avenue, Phoenix, Arizona.
- K. **"Project Participants"** means, collectively, both the Owner, Contractor and all Subcontractors, all of whom have agreed to use and to be bound by this Informal Dispute Resolution procedure.
- L. **"Project Personnel"** means those individuals who have been participating in the Project as the normal course of their job responsibilities as the events involved in the claim unfolded.
- M. **"Reviewing Party"** means Owner, Contractor, Subcontractor or a lower tier Subcontractor, as the case may be, to whom a Claiming Subcontractor has submitted a Delay Claim, Large Claim, Small Claim, or Small Delay Claim.
- N. **"Request for Determination"** or **"RFD"** means the notice through which the Subcontractor submits a Small Claim to arbitration in accordance with this Exhibit "A-4".
- O. **"Senior Management Person"** or **"SMP"** means those senior or executive level management person(s) with each Project Participant who are identified in writing as the final decision maker for disputes under this Informal Dispute Resolution process. Such persons shall not be directly involved with the Project and shall have authority within the party to make final, binding decisions.

- P. "Third Party Neutral" or "TPN" means a sole individual appointed to assist the parties in the resolution of problems, claims, or other disputes relating to the Project. The selected TPN for the Project is John Jozwick or such subsequent person appointed in accordance with Article 2.3 of Exhibit "A-4".

## 2. APPOINTMENT AND RESPONSIBILITIES OF NEUTRAL(S); RIGHTS BETWEEN PARTIES

### A. GENERAL

- i. To assist the Project Participants in the efficient resolution of problems, claims, or other disputes during the course of construction, a Third Party Neutral, John Jozwick has been selected to provide the services more specifically described below.
- ii. Once the TPN is appointed, the processes described below shall remain in operation through Final Completion of the Project, unless otherwise mutually agreed upon by the Project Participants.
- iii. The rights and obligations between the Contractor and the Subcontractor with respect to those processes set forth in Article 3, Article 4 and Article 5 of Exhibit "A-4", shall be the same as the rights and obligations between the Subcontractor and any subcontractor of a lower tier *mutatis mutandis*.
- iv. Notwithstanding the terms in this agreement, the Project Participants may modify or deviate from the stated terms upon mutual agreement.

### B. CRITERIA

The TPN must be neutral, act impartially, have no conflicts of interest, and not be otherwise involved with the Project Participants as further described in this section. The TPN should be experienced with the type of construction involved in the Project, interpretation of contract documents, and resolution of construction disputes. The TPN must have no consultative or business connections with any Project Participants during the course of service as the TPN or within three (3) years prior to or within one (1) year after the service that would impair the ability of the TPN to act impartially and independently in the consideration of facts and conditions surrounding any dispute.

### C. REPLACEMENT OF THE TPN

Should the current TPN be unable or unwilling to continue performing its roles hereunder, the Project Participants shall appoint a replacement TPN in accordance with the following procedures.

- i. Selection of a replacement TPN shall begin promptly upon notification of the necessity for a replacement, and shall be completed within 30 calendar days thereafter. Each Project Participant may propose a TPN nominee and shall convey the nominee's name and a disclosure statement about the proposed TPN to the other Project Participants within seven Days after the necessity for a replacement TPN.
- ii. Each disclosure statement accompanying the nomination of a proposed TPN shall include a résumé of the proposed TPN's experience, together with a statement describing all past, present, and known future relationships, direct or indirect, to the Project and with parties involved in the Project, including but not limited to subcontractors and material suppliers. The disclosure statement shall also disclose, to the extent known, the proposed TPN's professional or personal relationships with any key employee or representative of any Project Participant. The Project Participants shall work together to prepare a combined listing of parties involved in the Project which shall include subcontractors, material suppliers, key employees or representatives that will be the basis of the TPN's disclosures.
- iii. Within one week of receipt of the disclosure statements, the parties shall then meet to discuss the proposed TPNs. Each Project Participant shall accept or reject each proposed TPN. A TPN shall be selected only upon the unanimous agreement of all Project Participants. If no TPN is selected, then this process will be repeated until a TPN is accepted by the Project Participants. No rejected TPN can be proposed again for consideration by any Project Participant. Upon selection of a TPN, the Project Participants will then enter into an agreement with the TPN for the provision of the services described in this Exhibit "A-4".
- iv. Promptly following the TPN's appointment, the Contractor will provide a conformed set of the plans and specifications to the TPN. The Subcontractors will also promptly provide the

TPN with a copy of the other Contract Documents and other documents pertinent to the performance of their respective work and necessary for the TPN's services.

#### **D. RESPONSIBILITIES OF THE TPN**

- i. The Contractor and Subcontractors shall maintain their contractual responsibilities to attempt to settle differences between themselves before involving the TPN. The TPN will encourage resolution of differences at the job level with the expectation that the existence of the TPN will encourage the Contractor and Subcontractors to resolve problems, claims, actual and potential disputes by themselves promptly and fairly.
- ii. The TPN must act impartially and independently in the consideration of facts and conditions surrounding any dispute. After appointment, the TPN serves the Project, not an individual party or interest.
- iii. Immediately after appointment, and after the TPN's initial review of the agreement and other Project information, the TPN shall seek to identify areas of potential project risk and advise all parties of its findings and opinions. In assessing Project risks, the TPN shall be provided access to any project documents or information it may request of any Project Participant, including but not limited to information as to the Project's scope, design, pricing, budget, and schedule. The purpose of the TPN's review and analysis is to provide the Project Participant's with the advice, guidance, and expertise of the TPN in an effort to identify and mitigate areas of potential risk to the Project and the Project Participants. In providing its advice and opinions, the TPN is acting informally and its advice and opinions are non-binding.
- iv. The TPN may correspond with the parties in an attempt to facilitate negotiations or resolution. The TPN may also provide the parties with evaluative feedback concerning the merits of a position in an attempt to broker negotiations or resolution. The parties agree to ex parte communications between the TPN and any party during informal dispute resolution to facilitate negotiations or resolution. Except as required when performing the duties involved in the formal claims resolution processes in Articles 3, 4, or 5 of Exhibit "A-4" including conducting a hearing which the Contractor, or a Subcontractor refuses to attend, ex parte communications are not agreed upon and the TPN should not meet or communicate with either the Contractor or a Subcontractor in the absence of the other.
- v. The TPN must remain informed of construction activity and other developments on the Project through review of relevant information prepared by the Owner, Contractor and Subcontractors in the normal course of construction and transmitted in a timely manner to the TPN.
- vi. The TPN must visit the Project site and meet with representatives of the Owner, Contractor and Subcontractors at regular intervals and at the time of significant construction events. The frequency and scheduling of these visits will be as agreed among the Owner, Contractor, Subcontractors, and the TPN, depending on the progress of the Project. In the case of failure to agree, the TPN will schedule the visits, which should generally occur at least monthly or more frequently at the TPN's discretion.
- vii. The TPN should also attend at least one regularly scheduled construction progress meeting as an interested observer every other month.
- viii. To the extent that the problem, claim, or other dispute involves multiple tiers and/or the Owner, the TPN is authorized to achieve the intent of this Exhibit "A-4" and adjust the process, including the timelines involved in the process, to accommodate a multi-party resolution process.
- ix. Except when the TPN is acting as an arbitrator, all communications between a Project Participant and the TPN shall be protected by Arizona Rule of Evidence 408 and A.R.S. § 12-2238.

#### **E. PAYMENT**

The Contractor and Subcontractors shall bear the costs of the TPN's services, as set forth in the provisions below. The Owner, however, shall bear the costs of the TPN's services described in 2.D (iii-vii) above.

### 3. SMALL CLAIMS RESOLUTION PROCESS

#### A. GENERAL

- i. All Small Claims shall be resolved in accordance with the provisions of this Article 3. The parties intend by this Article to provide a process using a form of "baseball" arbitration by which all Small Claims are resolved quickly, economically, and fairly during the course, and prior to the completion, of the Project. The TPN will be the arbitrator for the Small Claims Resolution Process in this Article 3.
- ii. If a Reviewing Party has denied a Small Claim in whole or in part and the Small Claim has not been resolved by the applicable direct discussions set forth in the Governing Agreement, a Claiming Subcontractor's sole and exclusive remedy shall be to submit the Small Claim for arbitration in accordance with this Article. Project Personnel, not lawyers, shall participate in and make the necessary presentations in any hearing held pursuant to Paragraph 3.B(vi) for this process. Lawyers of a party involved in the claim may be present at any hearing held for purposes of observing without active participation.
- iii. If a Claiming Subcontractor fails or refuses to submit a Small Claim to arbitration in accordance with this Exhibit "A-4", the Reviewing Party may, in its sole and absolute discretion, submit the claim to arbitration pursuant to Article 3.B of this Exhibit "A-4". The Reviewing Party is under no obligation to submit a Small Claim to arbitration, and the Reviewing Party's decision shall not operate as a waiver of the requirement that the Claiming Subcontractor must submit all Small Claims for arbitration pursuant to Article 3.B of this Exhibit "A-4", as the Claiming Subcontractor's sole and exclusive remedy.

#### B. ARBITRATION PROCEDURES

- i. Within seven Days after the Reviewing Party notifies a Claiming Subcontractor of the denial of a Small Claim and the failure of direct discussions to resolve it, the Claiming Subcontractor shall file an RFD with the TPN. The RFD shall include the Claiming Subcontractor's notice of claim and the Reviewing Party's response to the claim. The Claiming Subcontractor may submit additional contemporaneous Project documentation, including but not limited to drawings, specifications, RFIs, meeting minutes, correspondence, and consultant reports and analyses. In addition, the Claiming Subcontractor may submit a narrative, not to exceed five pages, setting forth its arguments relating to the claim. The Claiming Subcontractor shall provide the Reviewing Party with a copy of all materials it provides to the TPN at the same time the materials are provided to the TPN.
- ii. Within ten Days after its receipt of the materials from the Claiming Subcontractor, the Reviewing Party shall file a response to the RFD with the TPN. The response may include Project documentation and may include a narrative, not exceeding five pages, setting forth its arguments relating to the claim. The Reviewing Party shall provide the Claiming Subcontractor with a copy of all materials it provides to the TPN at the same time the materials are provided to the TPN.
- iii. Within five Days after the Reviewing Party files its response, each party shall submit solely to the TPN its best and most reasonable offer to resolve the claim.
- iv. Within three Days after the TPN has received both the Reviewing Party's and the Claiming Subcontractor's offer, the TPN shall disclose the offers to the Reviewing Party and the Claiming Subcontractor.
- v. Should no hearing be requested, the TPN shall issue an award according to the Award Selection Methods below.
- vi. Within one Day of the disclosure of the offers, either party may request a hearing by providing written notice to the TPN and the other party. The TPN shall thereafter convene a hearing either in person or by phone within seven Days of the request for hearing. The hearing shall not exceed one hour, unless otherwise mutually agreed upon by the Parties.
- vii. Within 3 Days of concluding the hearing, each party shall submit solely to the TPN its revised best and most reasonable offer to resolve the claim. Within three Days after the TPN has received both the Reviewing Party's and the Claiming Subcontractor's revised offers, the TPN shall disclose the offers to the Reviewing Party and the Claiming Subcontractor.
- viii. Within three Days of disclosing the offers or, if a hearing is requested of disclosing the revised offers, the TPN shall issue an award using one of the following Award Selection Methods:

1. If the offers are identical, the TPN shall issue an award in the amount of the offers;
  2. If the offers overlap (*i.e.*, the Reviewing Party's offer is higher than the Claiming Party's offer), the TPN shall issue an award in an amount at the mid-point of the overlap;
  3. If the TPN finds that the offers submitted by both parties are unreasonable, the TPN can reject both and order the parties to resubmit their respective best and most reasonable offers. In such event, the parties shall submit new offers within three Days of the TPN's order, and neither party shall be entitled to a new hearing; or
  4. If the offers are neither identical nor overlapping, the TPN shall issue an award in the amount of one of the offers.
- ix. The award shall include a written explanation of the bases for the decision if a hearing was conducted. The award shall clearly identify the losing party. In the event that the TPN issues an award in accordance with sections 3.B(viii)(1) or (2), neither party shall be deemed to be the losing party and the parties shall equally share in the TPN's fees and costs.
  - x. The TPN shall, upon rendering arbitration services, submit its billings for time and expenses to the Reviewing Party, who shall make payment subject to the provisions below.
  - xi. The losing party shall pay the TPN's fees and costs. However, no party shall be entitled to recover any other costs or expenses, including but not limited to attorney's fees. In the event neither party is deemed to be the losing party, each party shall equally share in the TPN's fees and costs.
  - xii. The award shall be final and binding and the parties waive any right to pursue an appeal of the award or any other dispute resolution process to address a Small Claim, whether provided by this agreement or by other applicable law.
  - xiii. Within five Days of the issuance of the award, the Reviewing Party shall issue a Change Order under the Governing Agreement which incorporates the award. If an award requires the Claiming Subcontractor to pay fees and costs, the Reviewing Party shall, upon receiving and paying the invoice for such costs, issue a deductive Change Order, or include such deduction in a future Change Order.

#### 4. LARGE CLAIMS AND LARGE DELAY CLAIMS RESOLUTION PROCESS

- A. Any Large Claims and Large Delay Claims may be resolved in accordance with the provisions of this Article 4. The parties intend by this Article to provide a process by which the TPN can formally assist the parties in resolving Large Claims and Large Delay Claims quickly, economically, and fairly during the course, and prior to the completion, of the Project.
- B. If the TPN has been unable to informally facilitate a negotiated resolution of a Large Claim or Large Delay Claim, the TPN will, upon the joint request of both the Reviewing Party and Claiming Subcontractor, formally review the Large Claim or Large Delay Claim.
- C. To review a Large Claim or Large Delay Claim, the TPN will convene a meeting at the Project site at which the parties will present their positions. In advance of the meeting, the TPN may request written position statements from the parties, the length of which the TPN may limit and which generally should not exceed five pages. Project Personnel, not lawyers, shall participate in and make the necessary presentations for this process. Lawyers of a party involved in the claim may be present at any hearing held for purposes of observing without active participation.
- D. After properly considering the positions of the parties, but in no case more than twenty calendar days after the meeting, the TPN will issue a written recommendation to the parties and SMP for each party.
- E. The TPN's written recommendation is non-binding; however, the parties may adopt it by mutual agreement. The TPN's written recommendation will not be admissible as evidence in any subsequent dispute-resolution proceeding, including but not necessarily limited to arbitration or trial.
- F. Once the SMP for each party receives the TPN's written recommendation, they shall attempt to promptly resolve the Large Claim or Large Delay Claim through direct discussions. If they are unable to resolve the disagreement within thirty calendar days of receiving the written recommendation, the disagreement must be resolved in compliance with the remaining dispute resolution procedures in the Governing Agreement.

#### 5. SMALL DELAY CLAIM RESOLUTION PROCESS

- A. GENERAL

- All Small Delay Claims shall be resolved in accordance with the provisions of Articles 5 and 6.
- B. The parties intend by this Article 5 and Article 6 to use a bifurcated, binding process, by which the TPN first determines whether entitlement exists for a compensable delay, and then uses "baseball" arbitration process to resolve the extent of compensation and duration of time extension in the event the TPN finds entitlement. The TPN shall serve as the arbitrator for the Small Delay Claims Resolution Process in this Article 5 and Article 6.
  - C. If the Reviewing Party has denied a Small Delay Claim in whole or in part and the Small Delay Claim has not been resolved by the applicable direct discussions set forth in the parties' Governing Agreement, a Claiming Subcontractor's sole and exclusive remedy shall be to submit the Small Delay Claim for arbitration in accordance with this Article 5 and Article 6. Project Personnel, not lawyers, shall participate in and make the necessary presentations in any hearing held pursuant to Article 6.(C) of Exhibit "A-4" for this process. Lawyers of a party involved in the claim may be present at any hearing held for purposes of observing without active participation.
  - D. If a Claiming Subcontractor fails or refuses to submit a Small Delay Claim to arbitration in accordance with this Article 5 and Article 6, the Reviewing Party may, in its sole and absolute discretion, submit the claim to arbitration pursuant to Article 5 and Article 6. The Reviewing Party is under no obligation to submit a Small Delay Claim to arbitration, and the Reviewing Party's decision shall not operate as a waiver of the requirement that the Claiming Subcontractor must submit all Small Delay Claims for arbitration pursuant to Article 6 of this Exhibit "A-4", as the Claiming Subcontractor's sole and exclusive remedy.

## 6. ARBITRATION PROCEDURES

- A. Within seven Days after the Reviewing Party notifies a Claiming Subcontractor of the denial of a Small Delay Claim and the failure of direct discussions to resolve it, the Claiming Subcontractor shall file an RFD with the TPN on the issue of entitlement. The RFD shall include the Claiming Subcontractor's notice of claim and the Reviewing Party's response to the claim. The Claiming Subcontractor may submit additional contemporaneous Project documentation, including but not limited to drawings, specifications, RFIs, meeting minutes, correspondence, schedule analysis, and consultant reports and analyses. In addition, the Claiming Subcontractor may submit a narrative, not to exceed five pages, setting forth its arguments relating to the claim, addressing the question of entitlement and the extent or duration of the delay or any request for monetary compensation. The Claiming Subcontractor shall provide the Reviewing Party with a copy of all materials it provides to the TPN at the same time the materials are provided to the TPN.
- B. Within ten Days after its receipt of the materials from the Claiming Subcontractor, the Reviewing Party shall file a response to the RFD with the TPN. The response may include Project documentation and may include a narrative, not exceeding five pages, setting forth its arguments relating to the claim. As with the Claiming Subcontractor, the Reviewing Party shall address the question of entitlement and the extent or duration of the delay or any request for monetary compensation. It is understood that in addressing the extent of any delay and compensation, the Reviewing Party is not acknowledging entitlement, but such arguments shall be taken by the TPN as in the alternative to the Reviewing Party's position that no entitlement exists. The Reviewing Party shall provide the Claiming Subcontractor with a copy of all materials it provides to the TPN at the same time the materials are provided to the TPN.
- C. Within one Day of the filing of the Reviewing Party's response, either party may request a hearing by providing written notice to the TPN and the other party. The TPN shall thereafter convene a hearing either in person or by phone within seven Days of the request for hearing. The hearing shall not exceed one hour, unless otherwise agreed by the Parties.
- D. Within five Days of receiving the Reviewing Party's response, or, if a hearing is requested, of conducting the hearing, the TPN shall issue its decision on the issue of entitlement. The TPN's written decision shall determine whether the Claiming Subcontractor is, or is not, entitled to an extension of time, without determining the extent of an extension or whether any compensation is due the Claiming Subcontractor. The TPN's decision shall include a finding as to which party is the losing party for this portion of the arbitration process.
- E. If the TPN has determined that the Claiming Subcontractor is entitled to an extension of time, then within five Days after the TPN issues its decision, each party shall submit solely to the TPN its best and most reasonable offers to resolve the claim. Each party shall submit two offers, one that addresses the issue of the extent of an extension of time and other that addresses the extent of any monetary compensation due to the Claiming Subcontractor.
- F. Within three Days after the TPN has received both the Reviewing Party's and the Claiming Subcontractor's offers, the TPN shall disclose the offers to the Reviewing Party and the Claiming Subcontractor.



- G. Within five Days of disclosing the offers the TPN shall do one of the following:
- i. If the offers are identical, the TPN shall issue an award in the amount of the offers;
  - ii. If the offers overlap as to either the extent of the delay or compensation, the TPN shall issue an award in an amount at the mid-point of the overlap;
  - iii. If the TPN finds that the offers submitted by both parties are unreasonable, the TPN can reject both and order the parties to resubmit their respect best and most reasonable offer. In such event, the parties shall submit new offers within three Days of the TPN's order, and neither party shall be entitled to a new hearing; or
  - iv. If the offers are neither identical nor overlapping, the TPN shall issue two awards, one in the amount of an extension of time and one on the issue of monetary compensation that is within the range of the offers.
- H. The TPN's decision shall be accompanied by a written explanation of the bases for the decision. The award shall clearly identify the losing party for each award. In the event that the TPN issues an award in accordance with sections 6.G(i) or (ii), neither party shall be deemed to be the losing party and the parties shall equally share in the TPN's fees and costs.
- I. The TPN shall, upon rendering arbitration services, submit its billings for time and expenses to the Reviewing Party, who shall make payment subject to the provisions below.
- J. The losing party shall pay the TPN's fees and costs. In the event each party is a losing party on some, but not all issues, the TPN shall apportion its fees on the basis of the issues in its sole and absolute discretion. However, no party shall be entitled to recover any other hearing related costs or expenses, including but not limited to attorney's fees. In the event neither party is deemed to be the losing party, each party shall equally share in the TPN's fees and costs.
- K. The award shall be final and binding and the parties waive any right to pursue an appeal of the award or any other dispute resolution process to address a Small Delay Claim, whether provided by this agreement or by other applicable law.
- L. Within five Days of the issuance of the award, the Reviewing Party shall issue a Change Order under the Governing Agreement which incorporates the award. If an award requires the Claiming Subcontractor to pay fees and costs, the Reviewing Party shall, upon receiving and paying the invoice for such costs, issue a deductive Change Order, or include such deduction in a future Change Order.

## **7. NO ENTITLEMENT TO EXTENSION OF TIME**

Nothing herein shall be interpreted as affecting or being inconsistent with the Parties' Governing Agreement that the Claiming Subcontractor shall not be entitled to any extension of time for delays or suspensions in the commencement or execution of the Work during the pendency of any claim under this Informal Dispute Resolution process. Entitlement to an extension of time shall be as determined by the TPN with respect to each claim proceeding.



## PACKAGE NO:

## STATEMENT OF WORK NO. 1

## FAB AND AUXILIARY BUILDINGS PLUMBING INSTALLATION

This Statement of Work is made, effective as of **April 7, 2022**, ("SOW Effective Date"), by and between **United Integrated Services (USA) Corp.**, an Arizona corporation, having its principal address at 140 W. Pinnacle Peak Rd., Phoenix, AZ 85027 ("Contractor"), and **Kinetic Systems, Inc.**, an Arizona company, having its principal address at 4710 E Elwood Street Suite 11, Phoenix, Arizona 85040 ("Subcontractor"). The Contractor and Subcontractor agree as set forth below. Individually, Contractor and Subcontractor are a "Party", and together they are the "Parties". This Statement of Work is incorporated into the Master Services Agreement dated **April 7, 2022**, by and between the Parties ("MSA").

1. **Brief description of the Work.**

The Supply, Installation, and Testing of the FAB and Auxiliary Plumbing Systems in connection with the construction of the TSMC semiconductor factory ("Project") located at 32200 N 43rd Avenue Phoenix AZ 85086, which is the southwest corner of Dove Valley Road and 43<sup>rd</sup> Avenue, Phoenix, Arizona ("Site").

## COMMERCIAL TERMS

2. **Contract Type**

This is a Time and Material Statement of Work. All direct labor, material, and subcontractors will be paid at the applicable rate for labor or actual cost for material and subcontractors, whether the real cost comes in below, at, or above the target value cost. Markups will only be paid up to the total Capped Values. Indirects will be paid on a fixed price monthly rate.

3. **Allowed Expenses**

- 3.1. Allowed Direct Labor reimbursable at the respective hourly rate designated on Schedule A – 2022 & 2023 (Wage Rate Detail). Direct Labor includes Foreman, Journey Man and Apprentices.
- 3.2. Allowed Material and Equipment is reimbursable based on actual detailed payment invoices.
- 3.3. Indirect Support Labor is fixed at **\$4,126,952.03** and is reimbursable as a monthly Lump Sum of **\$458,550.23** for 9 months in accordance with estimates included on Schedule B. Indirect Support Labor includes Field Engineers, Time/Document Control, Site Safety Representative, Site QA/QC Inspector, Superintendent, Project Controls, Safety Manager, QA/QC Manager, Project Manager, Construction Manager, Senior PM, Indirect Support.

4. **Specific Terms**

- 4.1. Capitalized terms used in this Statement of Work not defined herein shall have the meanings ascribed to such terms in the MSA. In the event of any conflict between the MSA and this Statement of Work, the terms of the MSA shall govern unless the MSA permits the term or condition to be stated in the Statement of Work.
- 4.2. The Target Price (or duration) will be adjusted as necessary throughout the project via approved change orders or other accounting methods to reflect scope changes.
- 4.3. The Subcontractor shall provide to the Contractor monthly invoicing, along with detailed Target Price and manpower forecasting.
- 4.4. The Fixed Indirect Cost is based on an overall continuous duration of 9 months, followed by actual direct costs for the plumbing systems limited to **24,145** Fab Shop hours and **127,044.23** Site work total direct labor hours.
- 4.5. The contractor's specific onboarding & training time shall be billed as direct labor, based on 30hrs per person of onboarding time and training.
- 4.6. Downtime, standby time and standdown hours shall be billed as direct labor.
- 4.7. Company Owned Equipment shall form part of the indirect costs.
- 4.8. The Subcontractor will prequalify all lower-tier subcontractors. The Subcontractor will obtain three quotes unless agreed to by the Contractor. The Subcontractor will request approval from the Contractor before issuing any lower-tier subcontracts.
- 4.9. When purchasing materials, no preapproval from the Contractor will be required provided that the Subcontractor is operating within the elemental budget.
- 4.10. The Subcontractor will record actual hour worked on the project and the hours need to be approved on a daily basis.
- 4.11. All permanent plant materials are considered to be tax-exempt.
- 4.12. The Contract Price does not include any cost for a Payment & Performance Bond.



- 4.13. Earned Value Reporting and Cost forecasting will be developed after contract award in a mutually acceptable form and level of detail.
- 4.14. Validation of material and lower-tiered subcontractor costs will be via actual invoice.
- 4.15. All prior Purchase Orders for the Work are superseded by this Statement of Work
- 4.16. The Contract Price is based on a 60/60/50 hours per week rotational schedule on standard work shifts (i.e., no night work).
- 4.17. The Contractor has the right to approve the Subcontractor's proposed system to record actual hours worked on the project.
- 4.18. All document transmittals, including all attachments, sent to UIS must be cc'd to UIS Document Control ([doccontrol@UISCO.US](mailto:doccontrol@UISCO.US)). This would include RFIs, shop drawings, specifications, data sheets, etc. All change order notifications must be sent to ([changeorders@UISCO.US](mailto:changeorders@UISCO.US))

## TECHNICAL TERMS

### 5. Scope of Work Summary

The Scope for this Statement of Work is based on quantities supplied by Contractor. Amounts will be reconciled once Issued for Construction Drawings (IFC's) and Specifications are provided and quantities updated.

#### 5.1. Scope specifically included.

- 5.1.1. Subcontractor Installation - Materials and Services Supplied by Subcontractor
  - 5.1.1.1. Pipe and Fittings per specification sections and drawings
  - 5.1.1.2. All hangers and supports
  - 5.1.1.3. Insulation 1/2" per pre bid directive
  - 5.1.1.4. Gaskets c/w nuts and bolts
- 5.1.2. Subcontractor Installation - Materials and Equipment Supplied by Contractor
  - 5.1.2.1. Pumps and Tanks
  - 5.1.2.2. Valves, solenoid valves and pressure gauges
- 5.1.3. All scope of work as referenced elsewhere.

#### 5.2. Scope expressly excluded.

- 5.2.1. Gross Receipts Tax
- 5.2.2. Performance Bond, Contractor to Supply Parent Guarantee
- 5.2.3. Construction permits and statutory fees.
- 5.2.4. Design and Professional Engineering Services
- 5.2.5. Job Acceleration exceeding 60-hours per week.
- 5.2.6. Clean Room requirements
- 5.2.7. Consequential Damages
- 5.2.8. Fireproofing
- 5.2.9. Material not annotated on BOM
- 5.2.10. Third-Party Testing and Inspection
- 5.2.11. All Concrete
- 5.2.12. Job Site delays attributable to others due to hoisting materials into the building.
- 5.2.13. Concrete housekeeping pads, inertia bases, etc.
- 5.2.14. Shift Work/Night Work/Stacked Trade Work
- 5.2.15. Waterproofing.
- 5.2.16. Demolition Work or Removal of demolished items from jobsite
- 5.2.17. Scaffolding
- 5.2.18. Subcontractors Exclusions.
  - All plumbing permits
  - Architectural cutting, patching not listed on Bid Form
  - BIM 3D Modeling work of any kind
  - Civil/structural work
  - Clean-up resources involved in composite crew, with exception to daily housekeeping requirements.
  - Concrete / Housekeeping pads



- Concrete Scanning (GPR) and / or x-raying not listed in Bid Form
- Costs associated with "work arounds" or temporary systems
- Costs associated with issues on UIS provided drawings and spool drawings
- Costs and schedule impacts associated with UIS/TSMC provided equipment and material
- Cost or schedule impacts due to Contractor issued material or equipment
  - Delay
  - Damage
  - Incorrect materials
- Drains for sanitary and industrial waste
- Dumpsters
- Electrical & controls
- Engineering drawings (stamped), calculations, certifications
- Equipment – furnish, offload & rigging to floor level
- Equipment Curbs and housekeeping pads
- Excavation and backfill
- Fencing
- Installation of valve operators other than lever
- Instrument air piping
- Instrumentation, electrical, controls, and all control valves; nor calibration
- Laser scanning
- Material, Specialty Items as defined in the RFP (All Pipe, all Fitting, all Valves, and all Equipment) – Furnished by Contractor
- Monitoring and life safety systems
- Pneumatic tubing
- Portable toilets
- Roof cut and patch
- Saw cutting and grouting
- Security and all references to Security
- Seismic engineering, calculations, bracing, and supports
- Sprinkler / Fire Protection
- Start-up, testing, commissioning of owner-provided equipment
- Supplemental Steel
- System balancing
- Third party QC of welds
- Trap primer piping, stations, or mains
- USA Holidays, Sundays, and longer than a 10-hour day
- Water or drain source for hydrotesting
- Vibration Isolation
- X-ray (radiography) weld inspections

### 5.3. Scope considerations.

- 5.3.1. Since Professional Stamped Drawings and Specifications have not been provided, the costs are based on processes and procedures used on similar semiconductor projects in the Phoenix area. Final pricing to be conducted after receipt of Issued for Construction (IFC) drawings and corresponding Specifications.
- 5.3.2. All work to be executed based on best means and methods that meet or exceed all local and federal regulations.
- 5.3.3. Coordination with other trades and owner are assumed based on similar semiconductor projects.
- 5.3.4. Work sequencing and coordination will follow industry standards.
- 5.3.5. The Contractor will place all equipment on the actual floor level at which it will be installed.
- 5.3.6. Subcontractor equipment installation includes uncrating at the install area, placement, and anchoring per drawing/layout provided.
- 5.3.7. Subcontractor is responsible for disposing of all waste crating and packing material in accordance with site requirements.
- 5.3.8. Pipe, fittings, flanges, caps, flex connectors, valves, spools, and pipe shoes are provided by the Contractor except for pipe and fittings for transitions, specifically itemized in the Pricing Schedule.



- 5.3.9. All Pipes, Fittings, Valves, and other Materials free issued by the Contractor to the Subcontractor will be delivered to the Site.
- 5.3.10. Piping materials provided by Subcontractor must meet or exceed ASME standards. The Subcontractor will not be held liable for the quality of the materials free issued by the Contractor.
- 5.3.11. The Subcontractor has included the moving of pipes spools once they are provided and located within the footprint and on the appropriate level of the building. The Subcontractor will identify the delivery sequence of the material required to facilitate the proper progress of the work.
- 5.3.12. The Contractor will provide onsite Offices, Trailer, and Furniture.
- 5.3.13. Onsite temporary utilities will be provided by the Contractor for connection if required.
- 5.3.14. Training to access the site will be provided by the Contractor.
- 5.3.15. One (1) field Safety Representative will be required for every fifty (50) field workers.
- 5.3.16. The Contractor will provide BIM Model at Level of Detail 350.

## 6. Program and Milestones

| MILESTONES                       | START DATE | END DATE   | DURATION |
|----------------------------------|------------|------------|----------|
| Master Services Agreement Signed |            |            |          |
| Statement of Work No. 1 Agreed   |            |            |          |
| Purchase Order Issued            |            |            |          |
| Site Establishment               |            |            |          |
| FAB A                            | 03/07/2022 | 12/01/2022 |          |
| FAB B                            | 06/17/2022 | 03/01/2023 |          |
| CUP Building                     | 05/12/2022 | 10/20/2022 |          |
| Electrical Building              | 05/20/2022 | 05/26/2022 |          |
| WRC Building                     | 05/11/2022 | 08/03/2022 |          |
| BSGS Buildings                   | 06/08/2022 | 08/23/2022 |          |
| Lorry Buildings                  | 05/28/2022 | 09/01/2022 |          |
| Final Completion                 | 03/01/2023 |            |          |

## 7. Liquidated Damages

Details related to liquidated damages are included in the MSA.

## 8. Contract Price

| ITEM | DESCRIPTION                                  |  |  | TARGET CONTRACT PRICE  |
|------|----------------------------------------------|--|--|------------------------|
| 8.a  | Direct Labor (Fab Shop)                      |  |  | \$ 2,591,470.78        |
| 8.b  | Direct Labor (Site)                          |  |  | \$11,487,222.88        |
| 8.c  | Indirects                                    |  |  | \$ 4,126,952.00        |
| 8.d  | Materials                                    |  |  | \$ 7,635,801.05        |
| 8.e  | Supervision                                  |  |  | \$ 864,345.55          |
| 8.f  | Material Handling                            |  |  | \$ 879,205.48          |
| 8.g  | Per Diem                                     |  |  | \$ 1,547,655.71        |
| 8.h  | Non-Kinetics Owned Rentals                   |  |  | \$ 1,246,527.09        |
| 8.j  | Small Tools/Consumables/Purge Gas            |  |  | \$ 885,301.45          |
| 8.k  | Subcontractors (Insulation, Coring, Rigging) |  |  | \$ 825,965.01          |
|      | <b>Total</b>                                 |  |  | <b>\$32,090,447.00</b> |

### 8.1. Agreed Markup and Indirects

8.1.1. Materials, Consumables, Tools, Safety Supplies and Freight 15.0%



|                                                                     |       |
|---------------------------------------------------------------------|-------|
| 8.1.2. Direct Labor, Labor Per Diem, Incentives and Billable Travel | 15.0% |
| 8.1.3. Third-Party Rentals, Repairs                                 | 15.0% |
| 8.1.4. Engineering                                                  | 15.0% |
| 8.1.5. Subcontractors (T&M) Plus Mark Up                            | 6.5%  |

8.2. Additional Scope - Should the Contractor increase or decrease the scope of work, the Target Cost will be adjusted, and the applicable markups applied. The revised Target Cost will become the amount applicable to shared savings.

8.3. The Subcontractor attests that all errors in the Contract Documents that Subcontractor is knowledgeable about were submitted to Contractor prior to the signing of this Contract.

8.4. Shared Savings for the Works - The Subcontractor is incentivized to use all reasonable means and methods to execute the work as efficiently as possible. The Subcontractor will be entitled to 50% of the savings less than that of the Target Contract Price or 50% of the savings less than that of the Revised Target Contract Price as the case may be.

## 9. Insurance

9.1. The Subcontractor and all lower-tier Subcontractors must enroll in the OCIP prior to site establishment.

9.2. Subcontractor to submit Insurance certificate which shall include the following:

- 9.2.1. Commercial general liability
- 9.2.2. Automobile liability
- 9.2.3. Umbrella liability
- 9.2.4. Excess liability
- 9.2.5. Worker's compensation and employer's liability
- 9.2.6. Pollution liability

## 10. Exhibits to the Statement of Work

This Statement of Work includes the following exhibits, which are incorporated by reference.

- 10.1 Scope of Work
- 10.2 List of Drawings
- 10.3 Baseline Schedule
- 10.4 Schedule of Values
- 10.5 Cashflow Forecast
- 10.6 Resource Histogram
- 10.7 Schedule of Equipment Daywork Rates

11. Additionally, the Subcontractor acknowledges receipt of the following documents.

- 11.1 TSMC AZ Site OCIP Manual 2021.10.25
- 11.2 TSMC Arizona Construction Project Owner Controlled Insurance Program (OCIP) Site Project Insurance Manual dated October 25, 2011
- 11.3 TSMC CMAA Site Specific Health, Safety & Environmental Management Plan rev 1.01
- 11.4 United Integrated Services (USA) Environmental Health and Safety Program dated January 10, 2022
- 11.5 TSMC CMAA Site PIP Policy rev 1.0
- 11.6 Arizona Form 5005 for Transaction Privilege Tax exemption



IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work as of the SOW Effective Date.

**CONTRACTOR:**

United Integrated Services (USA) Corp.

By:  
Name:  
Title:  
Date:

**SUBCONTRACTOR:**

Kinetic Systems, Inc

By:  
Name:  
Title:  
Date:

### ALL INCLUSIVE LABOUR (DAYWORK) RATES

[illegible]





## COMMERCIAL SCHEDULES

## SCHEDULE - B

## ALL INCLUSIVE INDIRECT COSTS

| Position                                                       | Base weekly rate \$ |             | Total Weeks | Total           |
|----------------------------------------------------------------|---------------------|-------------|-------------|-----------------|
|                                                                | Weekly              | Hourly      |             |                 |
| Project Team                                                   |                     |             |             |                 |
| Project Executive                                              | \$ 5,466.51         | \$ 91.11    | 12          | \$ 66,379.08    |
| Project Director                                               | \$ 4,969.52         | \$ 82.83    | 39          | \$ 192,391.22   |
| Sr Project Manager                                             | \$ 4,432.33         | \$ 73.87    | 40          | \$ 176,026.92   |
| Project Engineer                                               | \$ 3,223.79         | \$ 53.73    | 42          | \$ 135,399.08   |
| Project Engineer                                               | \$ 3,223.79         | \$ 53.73    | 41          | \$ 132,175.29   |
| Purchasing                                                     | \$ 2,149.42         | \$ 35.82    | 36          | \$ 77,379.21    |
| Safety                                                         | \$ 3,492.38         | \$ 58.21    | 40          | \$ 139,695.15   |
| Project Controls                                               | \$ 3,679.70         | \$ 61.33    | 37          | \$ 136,148.89   |
| Site Safety Manager                                            | \$ 3,492.38         | \$ 58.21    | 26          | \$ 90,801.85    |
| Project Coordinator                                            | \$ 1,612.24         | \$ 26.87    | 43          | \$ 69,326.33    |
| T&M Project Accountant                                         | \$ 2,149.42         | \$ 35.82    | 44          | \$ 94,574.60    |
| Site Superintendent                                            | \$ 6,095.38         | \$ 101.59   | 41          | \$ 249,910.62   |
| Site Superintendent                                            | \$ 6,095.38         | \$ 101.59   | 33          | \$ 201,147.58   |
| General Foreman                                                | \$ 6,013.86         | \$ 100.23   | 41          | \$ 246,568.13   |
| General Foreman                                                | \$ 6,013.86         | \$ 100.23   | 28          | \$ 168,387.99   |
| General Foreman                                                | \$ 6,013.86         | \$ 100.23   | 23          | \$ 138,318.71   |
| QA / QC Manager                                                | \$ 4,947.11         | \$ 82.45    | 32          | \$ 158,307.62   |
| QA/QA supervisor                                               | \$ 4,947.11         | \$ 82.45    | 27          | \$ 133,572.06   |
| Travel Expenses                                                | \$ 2,471.13         | \$ 41.19    | 38          | \$ 94,962.06    |
| Per Diem                                                       | \$ 814.09           | \$ 13.57    | 269         | \$ 218,989.61   |
| Field Craft Safety Training (Manpower QTY 130 @30 HRs/Person ) | \$ 82,799.08        | \$ 1,379.98 | 5           | \$ 372,595.84   |
| Management Safety Training                                     | \$ 4,456.12         | \$ 74.27    | 5           | \$ 22,280.60    |
| Total Management                                               |                     |             |             | \$ 3,409,913.03 |

| Other General Conditions               | Rate         |             |    |               |
|----------------------------------------|--------------|-------------|----|---------------|
| Site offices - With Furniture/ Setting | \$ 2,314.00  | per unit/wk | 40 | \$ 92,560.00  |
| Owned Equipment                        | \$ 7,856.00  | per unit/wk | 36 | \$ 282,816.00 |
| Mobilization / Demobilization          | \$ 25,000.00 | per unit    | 2  | \$ 50,000.00  |
| Electrical Hook Up                     | \$ 6,978.00  | per unit    | 1  | \$ 6,978.00   |
| Data Vault (BIM Boxes)                 | \$ 1,343.00  | Weekly      | 38 | \$ 51,034.00  |
| Site Transport Trucks, Gator, Fuel     | \$ 4,961.00  | per Week    | 40 | \$ 198,440.00 |
| Phone/ Laptops/ Monitors/ TVs/ Hotspot | \$ 35,211.00 | lot         | 1  | \$ 35,211.00  |
| Total General Costs                    |              |             |    | \$ 717,039.00 |

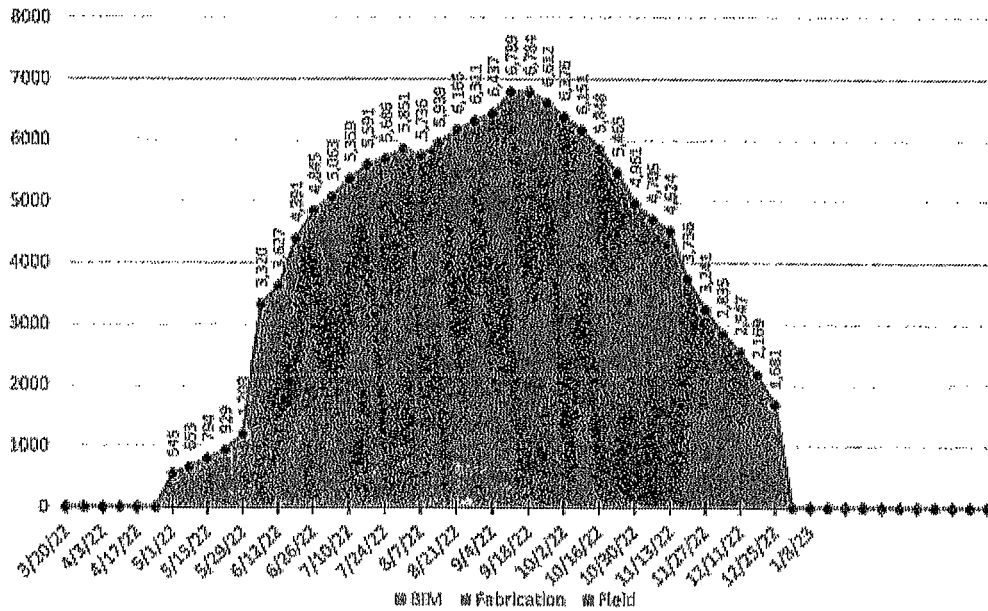
|                     |  |  |  |                 |
|---------------------|--|--|--|-----------------|
| Total Preliminaries |  |  |  | \$ 4,126,952.03 |
|---------------------|--|--|--|-----------------|

## RESOURCE LOADING

E KINETICS

Manpower Plan - Hours per Week  
UIS AUX and LB2 Plumbing Packages

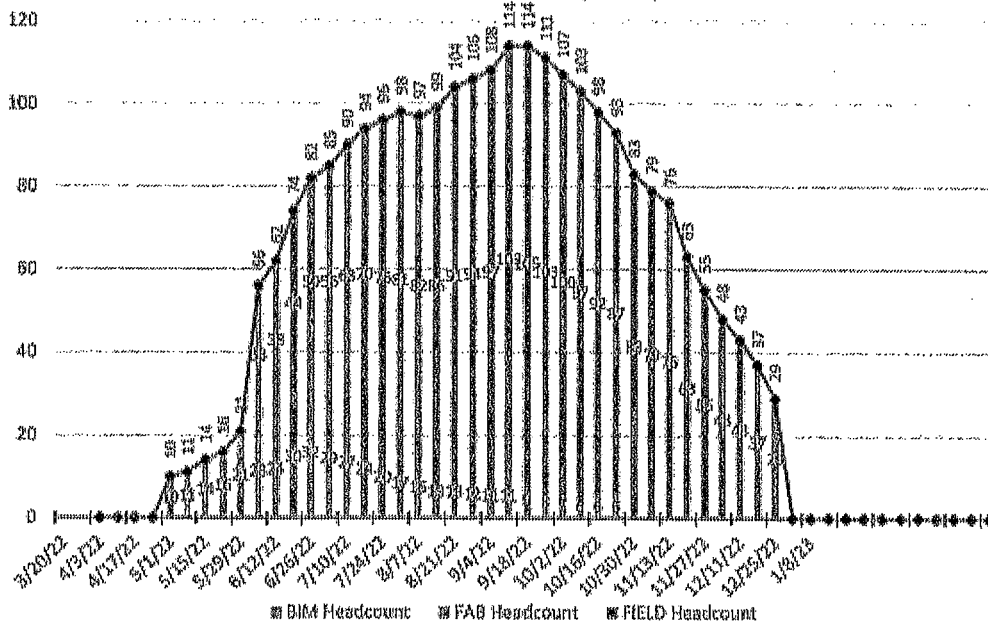
6 x 10's



E KINETICS

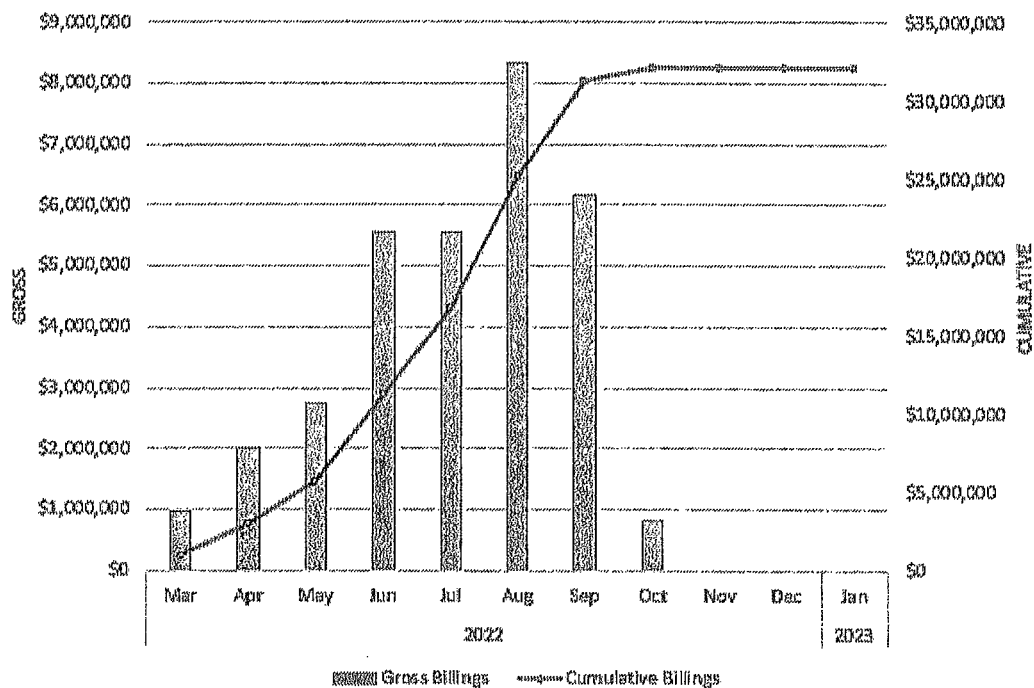
Manpower Plan - Total Headcount per Week  
UIS AUX and LB2 Plumbing Packages

6 x 10





## CASHFLOW PROJECTION



| Year        | Month | Material % | Labor % | GS %    | Gross Billings |
|-------------|-------|------------|---------|---------|----------------|
| 2022        |       | 100.00%    | 100.00% | 100.00% | \$32,090,447   |
|             | Mar   | 8.70%      |         | 1.21%   | \$950,755      |
|             | Apr   | 21.30%     |         | 6.52%   | \$1,996,345    |
|             | May   | 18.00%     | 4.21%   | 12.56%  | \$2,750,822    |
|             | Jun   | 27.06%     | 6.80%   | 12.60%  | \$5,542,691    |
|             | Jul   | 19.01%     | 17.90%  | 18.41%  | \$5,542,691    |
|             | Aug   | 4.85%      | 20.55%  | 15.23%  | \$8,343,516    |
|             | Sep   | 1.08%      | 19.31%  | 13.23%  | \$6,161,366    |
|             | Oct   |            | 16.92%  | 12.93%  | \$802,261      |
|             | Nov   |            | 9.68%   | 6.28%   | \$0            |
|             | Dec   |            | 4.64%   | 1.03%   | \$0            |
| 2023        |       |            |         |         | \$0            |
|             | Jan   |            |         |         | \$0            |
| Grand Total |       | 100.00%    | 100.00% | 100.00% | \$32,090,447   |



## SCOPE OF WORK

Project Name FAB21 Phase 1 Project No:

Package # Plumbing system – FAB(LB2-LR2) Building

1. Addenda, Client standards, and specifications, and the Contractor Master Construction Subcontract Agreement (“MSA”), incorporated herein by this reference.
  - 1.1. All scope represented by this ITB, the Issued for Construction (“IFC”) drawings, specifications, construction method, and addenda shall be considered Subcontractor Furnished, Subcontractor Install (SCFSCI) unless specifically noted otherwise in this document.
  - 1.2. The Subcontractor shall perform the “Scope of Work” in conformance with this Statement of Work
  - 1.3. The Subcontractor shall provide all material, labor, training, supervision, tools, equipment, and scissor lifts necessary to complete the Subcontractor’s Labor, Materials, and Equipment “Scope of Work” notwithstanding 1.2 above.
  - 1.4. “All document transmittals, including all attachments, sent to Contractor must be cc’d to Contractor Document Control (doccontrol@UISCO.US). This would include RFIs, shop drawings, specifications, data sheets, etc.

## 2. General

The following contents and definitions are part of the contract, once the Subcontractor has acknowledged they fully understand and agree to the scope and it has been awarded, the Subcontractor will not raise scope or cost objection.

- 2.1. All labor, tools, and equipment for this project shall be supplied by and be the responsibility of the Subcontractor unless specifically noted in this SOW or the Master Agreement. Subcontractor is responsible for the management of their scope of work. Any uncertainty or conflict shall be addressed before the final contract. No changes in price or scope are allowed without prior written agreement with the owner/Contractor.
- 2.2. Contractor will provide on-site temporary water connection points and temporary construction electrical panels/switchboards. If the temp facilities provided by Contractor for the Subcontractor’s construction area is insufficient then Subcontractor may add their own hoses/piping and conduit/wiring. These processes must comply with site specifications and restrictions. Construction lighting provided by Contractor (except roof (RF)). If there are any deficiencies in Contractor large-area construction lighting, the Subcontractor shall provide additional lighting to make up for it.
- 2.3. All Subcontractor-supplied material must have a submittal approved by Contractor prior to use. If a mock-up is required by the owner, then those costs will be negotiated on a case-by-case basis.



### 3. Project Scope Construction Interface

3.1. Refer to the drawing listed below.

3.1.1. FAB Building-(LB2-LR2) Refer to Drawing List

Package: Plumbing system – FAB(LB2-LR2) Building SYSTEM : Plumbing SYSTEM

| No. | Drawing No.         | Drawing Description                                            | Building |
|-----|---------------------|----------------------------------------------------------------|----------|
| 1   | F21P1-P-0-01        | DRAWING LIST GENERAL NOTES SYMBOL LEGEND & ABBREVIATION        | FAB      |
| 2   | F21P1-P-1-01        | PLUMBING SYSTEM EQUIPMENT SCHEDULE                             | FAB      |
| 3   | F21P1-P-1-02        | PLUMBING SYSTEM EQUIPMENT SCHEDULE                             | FAB      |
| 4   | F21P1-P-2-01        | FLOW DIAGRAM PLUMBING SYSTEM -1                                | FAB      |
| 5   | F21P1-P-2-02        | FLOW DIAGRAM PLUMBING SYSTEM -2                                | FAB      |
| 6   | F21P1-P-2-03        | FLOW DIAGRAM PLUMBING SYSTEM -3                                | FAB      |
| 7   | F21P1-P-3-F10-00    | FLOOR PLAN WATER SUPPLY SYSTEM FAB BUILDING LEVEL 10           | FAB      |
| 8   | F21P1-P-3-F20-00    | FLOOR PLAN WATER SUPPLY SYSTEM FAB BUILDING LEVEL 20           | FAB      |
| 9   | F21P1-P-3-F30-00    | FLOOR PLAN WATER SUPPLY SYSTEM FAB BUILDING LEVEL 30           | FAB      |
| 10  | F21P1-P-3-F40-00    | FLOOR PLAN WATER SUPPLY SYSTEM FAB BUILDING LEVEL 40           | FAB      |
| 11  | F21P1-P-3-FB1-00    | FLOOR PLAN WATER SUPPLY SYSTEM FAB BUILDING LEVEL B1           | FAB      |
| 12  | F21P1-P-3-FB2(L)-00 | FLOOR PLAN WATER SUPPLY SYSTEM FAB BUILDING LEVEL B2(LOWER)    | FAB      |
| 13  | F21P1-P-3-FB2(U)-00 | FLOOR PLAN WATER SUPPLY SYSTEM FAB BUILDING LEVEL B2(UPPER)    | FAB      |
| 14  | F21P1-P-3-FR1-00    | FLOOR PLAN WATER SUPPLY SYSTEM FAB BUILDING ROOF 1             | FAB      |
| 15  | F21P1-P-3-FR2-00    | FLOOR PLAN WATER SUPPLY SYSTEM FAB BUILDING ROOF 2             | FAB      |
| 16  | F21P1-P-4-F10-00    | FLOOR PLAN DRAINAGE PIPING SYSTEM FAB BUILDING LEVEL 10        | FAB      |
| 17  | F21P1-P-4-F20-00    | FLOOR PLAN DRAINAGE PIPING SYSTEM FAB BUILDING LEVEL 20        | FAB      |
| 18  | F21P1-P-4-F30-00    | FLOOR PLAN DRAINAGE PIPING SYSTEM FAB BUILDING LEVEL 30        | FAB      |
| 19  | F21P1-P-4-F40(L)-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM FAB BUILDING LEVEL 40(LOWER) | FAB      |
| 20  | F21P1-P-4-F40(U)-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM FAB BUILDING LEVEL 40(UPPER) | FAB      |
| 21  | F21P1-P-4-FB1-00    | FLOOR PLAN DRAINAGE PIPING SYSTEM FAB BUILDING LEVEL B1        | FAB      |
| 22  | F21P1-P-4-FB2-00    | FLOOR PLAN DRAINAGE PIPING SYSTEM FAB BUILDING LEVEL B2        | FAB      |
|     |                     |                                                                |          |
|     |                     |                                                                |          |

| No. | Drawing No.      | Drawing Description                                         | Building |
|-----|------------------|-------------------------------------------------------------|----------|
| 23  | F21P1-P-4-FR1-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM FAB BUILDING ROOF 1       | FAB      |
| 24  | F21P1-P-4-FR2-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM FAB BUILDING ROOF 2       | FAB      |
| 25  | F21P1-P-7-O00-01 | DISTRIBUTION DIAGRAM - WATER SUPPLY SYSTEM                  | FAB      |
| 26  | F21P1-P-7-O00-02 | DISTRIBUTION DIAGRAM - DRAINAGE PIPING SYSTEM               | FAB      |
| 27  | F21P1-P-8-0      | ENLARGED PLAN RCW(HPM) STATION FAB BUILDING LEVEL B2(LOWER) | FAB      |
| 28  | F21P1-P-8-02     | ENLARGED PLAN RCW(HPM) STATION FAB BUILDING LEVEL B2(UPPER) | FAB      |
| 29  | F21P1-P-8-03     | ENLARGED PLAN RCW(MA) STATION FAB BUILDING LEVEL B2         | FAB      |
| 30  | F21P1-P-8-04     | SECTION RCW(HPM) STATION FAB BUILDING LEVEL B2              | FAB      |
| 31  | F21P1-P-8-05     | SECTION RCW(MA) STATION FAB BUILDING LEVEL B2               | FAB      |
| 32  | F21P1-P-8-06     | DETAIL PLUMBING SYSTEM                                      | FAB      |

### 3.2. Contract construction content description

3.2.1. Contractor provides all the equipment in the area of LB2~LR2 of FAB building, Subcontractors 'installation, all pipe materials/insulation/hardware materials/pipe support, Subcontractors' work and materials; including water supply piping, drainage piping, pipe support, water supply pump electrical panel installation, drainage pump and rail installation, shock-proof base installation, barrel tank installation, pipes, pipe fittings, valves, pressure regulators, pipe racks, stainless steel pipes, PVC pipes, condensate pipeline insulation, condensate bucket tanks 4 heat preservation and aluminum skins, flush eyewash device (pump type with pump and electric disk to install), dosing valve box (1 inch double casing), Sampling Box, pressure gauge, Spill overflow box, SEX Drain, AEX Drain... etc.

3.2.2. Valves, control valves, shockproof hoses, PUMP, Electrical panel, buckets, emergency flushing eyewash devices, air release valves, pressure gauges, shockproof bases and grouts, RC bases, control instruments, etc., provide materials for Contractor, manufacturers Installation, and the rest of the materials required to complete the water supply and drainage system are carried out by the Subcontractor need to provide submittal for materials.

3.2.3. The ICW water supply system is made of S/S304 SCH20. Except for the materials provided by Contractor, the other pipes, pipe racks and miscellaneous... etc. materials are all supplied by the Subcontractor. There are joint work and welding work, and the Subcontractor needs to cooperate with the welding inspection. Remove expansion bolts prior to test of pipe rack.

3.2.4. The ICW water supply system is made of S/S304 SCH20. Except for the materials provided by Contractor, the other pipes, pipe racks and miscellaneous... etc. materials are all supplied by the manufacturer for construction. There are joint work and welding work, and the Subcontractor needs to cooperate with the welding inspection. Remove expansion bolts prior to test of pipe rack.

3.2.5. RCW water recycling system is constructed for S/S304 SCH20 piping. Except for the materials provided by Contractor, the remaining pipes, pipe racks and miscellaneous materials are all supplied by the Subcontractor. Including PUMP and electric panel installations. The Subcontractor needs to cooperate with the weld inspection and the removal of expansion bolts at the pipe rack.

3.2.6. The RCW (MA) condensate recovery water system is constructed for S/S304 SCH20 piping. Except for the materials provided by Contractor, the remaining pipes, pipe racks and miscellaneous materials are all supplied by the manufacturer for construction, including FRP TANK, PUMP and Electric panel installation, the tank and pipeline installation work, there are threaded connection work and welding work, the Subcontractor needs to cooperate with the welding inspection, the removal of the expansion bolt of the pipe frame.



- 3.2.7. For toilets and pantry, the water supply pipe is made of S/S304 to be 1M into the toilet. The material of the drainage pipe is PVC, and it is pre-buried by civil contractor. The pipe will be collected and taken from the next floor. The drainage must have a smooth water function and be inclined piping. Drainage pipes and septic tanks need exhaust piping, and the exhaust pipe needs to be pulled to the roof.
- 3.2.8. Eye and Emergency Shower system, including the installation of the Eye and Emergency Shower body. The eyewash devices are divided into PUMP type, general type and outdoor type. The PUMP type eyewash needs to include an electrical panel and PUMP installation, and the spare piping there for future use for safety shower/eyewash needs to be capped off. The water supply pipe is made of S/S304, and the drainpipe is made of PVC.
- 3.2.9. Loading and Unloading Stations system, Outdoor work on the first floor, there is air pump to be installed, air source pipe 1/2" material s/s304 installation, solenoid valve and pressure regulating valve group installation, quick connector installation, etc., need to enter the tank for construction, pipelines. There are two kinds of materials: s/s304 and PVC SCH80.
- 3.2.10. Spill Containment system, there is an overflow tank with a transparent level gauge, which needs to be installed with materials. The overflow tank drainage hole has side drainage and bottom drainage. It needs to be matched with the upper level of the pipeline to determine the opening direction. There is a vertical pump. Installation requires an metal pump base. The drainage collection pipe is a 10-inch carbon steel pipe, which requires sandblasting and paint. The PUMP outlet is a PVC SCH80 pipe.
- 3.2.11. Drain System: 1. Cooling Tower Blow Down Water, made of carbon steel pipe, needs sandblasting and paint. 2. SEX, AEX, drainage are all PVC SCH80. Drain Water, the material is PVC SCH80. 3. AHU Drain Water, the material is PVC SCH80, it needs to be insulated. 4. GIS Room Drain Water, made of s/s304, with sink installation, drainage pump installation and GD Pump drainage pipe, made of PVC SCH80. 6. Floor Drain Water, made of PVC SCH80, water storage is required Bend, you must install the water head.
- 3.2.12. The equipment layout and installation are within the scope of the Subcontractor, and the RC foundation grouting is within the scope of Contractor.
- 3.2.13. Insulation of pipe and bridge piping, and the insulation of condensate water piping is within the scope of the Subcontractor. The Subcontractor needs to provide materials for construction, and the insulation materials need to have FM certification. RCW (MA) pumps \*6 need to be 2" insulated, and RCW (MA) total 4 barrels need to be 2" insulated. Add aluminum skin.
- 3.2.14. Materials such as valve parts, pressure gauges, thermometers, release valves...etc. are supplied by Contractor, and the manufacturer is responsible for opening and installation.
- 3.2.15. The RCW1 TANK has a dosing pipeline, which is made of 1" PVC SCH80 and a 2" transparent jacket. There is also a valve box to be installed, all of which are provided by the Subcontractor.
- 3.2.16. All overflow pipes, vent pipes and bottom drainpipes of the tank must be provided by the Subcontractor, and the spare nozzles of the tank must be flanged off.
- 3.2.17. Wall openings/floor openings. Floor openings should be 4" high RC water stop. After the pipe passes through, it is necessary to be sealed by the Subcontractor. The floor and wall penetration should be sealed with fire-retarded materials at the fire zone. Fire-proof insulation shall be installed within the scope of Contractor.
- 3.3. The contract details are as follows:
  1. Pump and tank installation.
  2. Material and installation of pipeline and pipe support.
  3. Insulation materials and installation.
  4. Construction equipment.
  5. Additional hardware, screws, expansion bolts... etc. are within the scope of the Subcontractor.
- 3.3.1. Pipes, wires, sealed with metal flashing material, aluminum foil tapes, and other hardware... etc. The Subcontractor is responsible (non-firewall Subcontractors), and pipelines that pass through the firewall need to be fireproofed. Responsible by Contractor.
- 3.3.2. Ball valve, butterfly valve, release valve, expansion joint, pressure gauge, thermometer, provided by Contractor. The equipment and hardware required for installation...etc. are within the scope of the Subcontractors.
- 3.3.3. The pressure test work is within the scope of the Subcontractor, and the Subcontractor is responsible for the equipment and materials required for the pressure test.
- 3.3.4. The equipment is provided by Contractor, and the rest of the transportation and installation and equipment... etc. are all the responsibility of the Subcontractor.
- 3.4. Construction contracting:
  - 3.4.1. Installation of equipment and anti-vibration base, equipment handling, location setting, expansion bolt application, horizontal adjustment of equipment and anti-vibration base-(construction Subcontractor).
  - 3.4.2. Pipeline transportation and installation, lifting point expansion bolt application, support installation, label-(are within



- scope of Subcontractor).
- 3.4.3. The application for the temporary storage area of materials in the work area needs to be submitted in accordance with the owner's regulations and can be placed after approval. There are standards for material placement to be followed.
  - 3.4.4. The regional construction will overlap with the other Subcontractors, and the cross construction needs to be coordinated with each other, and the construction has a sequence that requires cooperation.
  - 3.4.5. If the Subcontractor is unable to cooperate with the first construction or lack of manpower, the MEWP (Mobile Equipment Work Platform) can originally be used to perform the work, and the delay in the construction results in the need to build a facility framework for the construction, then the construction framework is the scope of the Subcontractor's responsibility. **permit drawings changes causing scaffolding will be paid by contractor**
  - 3.4.6. Pipe supports for structural calculations need to be constructed in accordance with the drawings. Without pipe supports for structural calculations, they need to be constructed with the standard pipe support drawings provided by Contractor. The water supply and drainage pipes are in the riser area. No wall can be used for pipe support. Make an upright pipe support to fix the pipe.
  - 3.4.7. Welding must be full-pen welding, and the stainless-steel pipe must be purged. Welders need to have a national welder license and submit relevant documents on site and the welder's examination is approved in accordance with the regulations before welding.
  - 3.4.8. For PVC pipe construction, a 1" inspection line needs to be drawn to confirm that the pipe has been inserted to the end, and PVC glue is supplied by the Subcontractor.
  - 3.4.9. The thread piping need to have 8-9 threads, the number of threads exposed after the pipe is locked is 1-2 threads, and the AB glue cement is used to fix and prevent leakage.
  - 3.4.10. FRP TANK installation, the bottom of the tank needs 0.4" thick rubber cushion material and installation.
  - 3.4.11. All pipes or parts on the roof and outdoor areas should be made of anti-ultraviolet materials or protection.
  - 3.4.12. When the PVC pipe and S/S304 pipe are installed on the pipe rack and fixed by U Bolt, it is necessary to install rubber pads (Subcontractor provides the material) to protect the PVC pipe and isolate the potential difference.
  - 3.4.13. The installation of the Sanitary Drainage (SD) lifting station is also the Subcontractor's scope.
  - 3.4.14. For the turbulent flow issue and better flow design, the piping tie-in method shall be 45-degrees connection. These criteria have exception for pressurized pipe and tank overflow, drain pipes.
  - 3.4.15. Condensation cannot be allowed on the surface of all piping. In case, condensation happens piping shall be insulated by Subcontractor.
  - 3.4.16. Clear PVC fitting shall be schedule 80 and pipe is schedule 40.
  - 3.4.17. Slope of plumbing piping shall not be less than 1/200.
- 3.5. Transportation/unloading and delivery of materials provided by Contractor :
- 3.5.1. All kinds of material transportation ( sea transportation / domestic and foreign land transportation ) - ( provided by Contractor ) .
  - 3.5.2. Customs declaration for all kinds of materials - ( provided by Contractor ) .
  - 3.5.3. Unloading and devanning project - ( provided by Contractor ) .
  - 3.5.4. Transport to install floor - ( provided by Contractor ) .
- 3.6. Transportation/unloading and delivery of materials provided by Subcontractor :
- 3.6.1. All kinds of material transportation ( sea transportation / domestic and foreign land transportation ) - ( provided by Subcontractor ) .
  - 3.6.2. Customs declaration for all kinds of materials - ( provided by Subcontractor )
  - 3.6.3. Unloading and devanning project - ( provided by Subcontractor ) .
  - 3.6.4. Contractor only provides crane support for vertical movement of material to the install floor. - All other material handling ( provided by Subcontractor ) .
- 3.7. Equipment and materials
- 3.7.1. Materials and equipment provided by Contractor: Before these materials are delivered to the Subcontractor on the designated lifting platform or location (installed on each floor of each building), Contractor is responsible for unloading, unpacking, and storage. Once delivered, the Subcontractor is responsible for handling, storage, and protection.
  - 3.7.2. Materials provided by the Subcontractor: The Subcontractor is responsible for all the responsibilities of transportation to the construction site, unloading, storage, and protection. Contractor provides support for vertical movement of material to the install floor.





## 3.8. Work scope Yes/No form:

## 3.8.1. General or common rules

| Item     | Description                                                                                                                                                                                                                                                                                                                                                                                      | Work Scope by the Subcontractor |    | Interface | Remarks |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|-----------|---------|
|          |                                                                                                                                                                                                                                                                                                                                                                                                  | Yes                             | No |           |         |
| 3.8.1.1  | Contractor-provided equipment and material shall be staged on the installation level's lifting platform by Contractor. The movement of equipment and material from lifting platforms to the final installation will be by the Subcontractor. All transport of Subcontractor-provided materials machinery such as forklifts, scissor lifts, etc. will be the responsibility of the Subcontractor. | V                               |    |           |         |
| 3.8.1.2  | All clean-up for safety and house-keeping purposes provided by the Subcontractor                                                                                                                                                                                                                                                                                                                 | V                               |    |           |         |
| 3.8.1.3  | The Subcontractor is responsible for the management, maintenance, and control of subcontractors' on-site equipment and materials.                                                                                                                                                                                                                                                                | V                               |    |           |         |
| 3.8.1.4  | For all cable tray openings, Contractor is responsible for RC openings, and the Subcontractor is responsible for non-RC openings.                                                                                                                                                                                                                                                                | V                               |    |           |         |
| 3.8.1.5  | Installs and removal, scissor lifts.                                                                                                                                                                                                                                                                                                                                                             | V                               |    |           |         |
| 3.8.1.6  | Fire stopping (excluding electric panel) (Fire protection zone) by other scopes                                                                                                                                                                                                                                                                                                                  |                                 | V  |           |         |
| 3.8.1.7  | All air-tight penetration (non-fire rated) Silicone for clean room (Silkaaflex-221, DOWSIL-798, ShinEtsu)                                                                                                                                                                                                                                                                                        | V                               |    |           |         |
| 3.8.1.8  | Penetration that do not yet exist will be provided by the Subcontractor and require engineer approval. Tasks will include protecting existing facilities, reducing water and dust, and removing debris.                                                                                                                                                                                          | V                               |    |           |         |
| 3.8.1.9  | Cleanroom garments and shoes required based on the CR protocols will be supplied by the Subcontractor (per clean zone requirement.).                                                                                                                                                                                                                                                             | V                               |    |           |         |
| 3.8.1.10 | Subcontractors Site owners/managers are required to attend site meetings                                                                                                                                                                                                                                                                                                                         | V                               |    |           |         |
| 3.8.1.11 | During the construction stage, Subcontractor PM and safety coordinator need to attend project management and safety coordinator weekly meetings.                                                                                                                                                                                                                                                 | V                               |    |           |         |
| 3.8.1.12 | All workers must attend the daily toolbox meeting, the site manager and safety officer or coordinator will provide important safety requirements and updates.                                                                                                                                                                                                                                    | V                               |    |           |         |
| 3.8.1.13 | The Subcontractor is responsible for the daily housekeeping of the work area and the temporary material/toolbox storage area.                                                                                                                                                                                                                                                                    | V                               |    |           |         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                  |                                 |    |           |         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                  |                                 |    |           |         |
|          |                                                                                                                                                                                                                                                                                                                                                                                                  |                                 |    |           |         |



| Item     | Description                                                                                                                                                                                                                                                                                                     | Work Scope by the Subcontractor |    | Interface | Remarks |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|-----------|---------|
|          |                                                                                                                                                                                                                                                                                                                 | Yes                             | No |           |         |
| 3.8.1.14 | Temporary construction power panels and construction lighting will be supplied by Contractor, Subcontractor may extend temporary power with permission of Contractor or may provide point of use lighting. Subcontractor must submit and gain approval from Contractor before using the temporary power source. | V                               |    |           |         |
| 3.8.1.15 | All installed material will be clean and ready for final coating or use.                                                                                                                                                                                                                                        | V                               |    |           |         |

## 3.8.2. Project management regulations

| Item     | Description                                                                                                                               | Work Scope by the Subcontractor |    | Interface | Remarks |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|-----------|---------|
|          |                                                                                                                                           | Yes                             | No |           |         |
| 3.8.2.1  | Provide material quantity estimates                                                                                                       | V                               |    |           |         |
| 3.8.2.2  | Assist in drawing and submitting drawings for review                                                                                      | V                               |    |           |         |
| 3.8.2.3  | Before construction handover, the final surface must be cleaned                                                                           | V                               |    |           |         |
| 3.8.2.4  | The Subcontractor is responsible for on-site equipment and material management.                                                           | V                               |    |           |         |
| 3.8.2.5  | Daily cleaning of respective areas.                                                                                                       | V                               |    |           |         |
| 3.8.2.6  | Regular self-inspection of construction and incoming materials required. inspection form required                                         | V                               |    |           |         |
| 3.8.2.7  | Daily attendance and progress report                                                                                                      | V                               |    |           |         |
| 3.8.2.8  | Cooperate with site safety and health promotion and implementation and must have dedicated safety personnel per safety plan.              | V                               |    |           |         |
| 3.8.2.9  | Participate in the daily Contractor meeting                                                                                               | V                               |    |           |         |
| 3.8.2.10 | Proactively raise questions for clarification, discussion, and follow-up                                                                  | V                               |    |           |         |
| 3.8.2.11 | Submission of as-built drawings and full cooperation until completion.                                                                    | V                               |    |           |         |
| 3.8.2.14 | If the task requires certification, then credentials must be provided onsite.                                                             | V                               |    |           |         |
| 3.8.2.15 | When the on-site construction lighting is insufficient, you need to bring your temporary lighting fixtures.                               | V                               |    |           |         |
| 3.8.2.16 | Use of temp power by Contractor approval only                                                                                             | V                               |    |           |         |
| 3.8.2.17 | Equipment cable connection to the temporary electric panel                                                                                | V                               |    |           |         |
| 3.8.2.18 | Enclosure and 6S management of material temporary storage area.                                                                           | V                               |    |           |         |
| 3.8.2.19 | Systems related to fire inspections need to cooperate to participate in the inspections.<br>Fire protection systems need to be inspected. | V                               |    |           |         |



| Item     | Description                                                     | Work Scope by the Subcontractor |    | Interface | Remarks |
|----------|-----------------------------------------------------------------|---------------------------------|----|-----------|---------|
|          |                                                                 | Yes                             | No |           |         |
| 3.8.2.20 | Lay fireproof curtain for flammable materials                   | V                               |    |           |         |
| 3.8.2.21 | All warranty maintenance claims must be completed within 24hrs. | V                               |    |           |         |

## 3.8.3. Clarification table for the system scope of the contract

| Item     | Description                                                                                        | Work Scope by Subcontractor |    | Interface | Remarks |
|----------|----------------------------------------------------------------------------------------------------|-----------------------------|----|-----------|---------|
|          |                                                                                                    | Yes                         | No |           |         |
| 3.8.3.1  | Material and installation of pipe support                                                          | V                           |    |           |         |
| 3.8.3.2  | S/S304 SCH20, PVC, C.S. pipeline materials and installation and submission for review S/S304 SCH20 | V                           |    |           |         |
| 3.8.3.3  | Pipes and pipe supporting hardware materials                                                       | V                           |    |           |         |
| 3.8.3.4  | Pipe clamp/U bolt Material and installation                                                        | V                           |    |           |         |
| 3.8.3.5  | PU-Foam Material and installation                                                                  | V                           |    |           |         |
| 3.8.3.6  | light Wall Opening                                                                                 | V                           |    |           |         |
| 3.8.3.7  | RC Wall Opening                                                                                    | V                           |    |           |         |
| 3.8.3.8  | Opening sealing                                                                                    | V                           |    |           |         |
| 3.8.3.9  | Fire Protection Stuffing                                                                           |                             | V  |           |         |
| 3.8.3.10 | Anti-water Curb                                                                                    | V                           |    |           |         |
| 3.8.3.11 | Pipe shoes Material and installation (welding required)                                            | V                           |    |           |         |
| 3.8.3.12 | layout of barrel trough, PUMP, flushing eyewash, washing hole, piping, etc.                        | V                           |    |           |         |
| 3.8.3.13 | Hole penetration and installation for piping, tanks, pumps, flushing, eye wash, etc.               | V                           |    |           |         |
| 3.8.3.14 | Material and installation of dosing pipe sampling box                                              | V                           |    |           |         |
| 3.8.3.15 | RC Equipment base                                                                                  |                             | V  |           |         |
| 3.8.3.16 | Dosing Jacketed piping material and installation                                                   | V                           |    |           |         |
| 3.8.3.17 | On-site pipeline welding and welding gases                                                         | V                           |    |           |         |
| 3.8.3.18 | S/S. Welding part pickling                                                                         | V                           |    |           |         |
| 3.8.3.19 | anti-rust paint for all C.S. welding touchups                                                      | V                           |    |           |         |
| 3.8.3.20 | Flange gasket material and installation                                                            | V                           |    |           |         |
| 3.8.3.21 | Valve                                                                                              |                             | V  |           |         |

| Item     | Description                                                                                                                                                           | Work Scope by Subcontractor |    | Interface | Remarks |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----|-----------|---------|
|          |                                                                                                                                                                       | Yes                         | No |           |         |
| 3.8.3.22 | Valve installation (include accessory)                                                                                                                                | V                           |    |           |         |
| 3.8.3.23 | Bolts and materials installation                                                                                                                                      | V                           |    |           |         |
| 3.8.3.24 | Pressure gauge (include cock)                                                                                                                                         |                             | V  |           |         |
| 3.8.3.25 | Pressure gauge U-pipe                                                                                                                                                 | V                           |    |           |         |
| 3.8.3.26 | Pressure gauge U-pipe installation                                                                                                                                    | V                           |    |           |         |
| 3.8.3.27 | Pressure gauge installation                                                                                                                                           | V                           |    |           |         |
| 3.8.3.28 | Monitoring instrument material (block valve)                                                                                                                          |                             | V  |           |         |
| 3.8.3.29 | Monitoring instrument installation port (include block valve)                                                                                                         | V                           |    |           |         |
| 3.8.3.30 | Monitoring instrument installation                                                                                                                                    |                             | V  |           |         |
| 3.8.3.31 | Air Vent (include block valve)                                                                                                                                        |                             | V  |           |         |
| 3.8.3.32 | Air Vent opening port material                                                                                                                                        | V                           |    |           |         |
| 3.8.3.33 | Air Vent opening                                                                                                                                                      | V                           |    |           |         |
| 3.8.3.34 | Air Vent installation                                                                                                                                                 | V                           |    |           |         |
| 3.8.3.35 | Air Vent drainpipe material                                                                                                                                           | V                           |    |           |         |
| 3.8.3.36 | Air Vent drainpipe Install                                                                                                                                            | V                           |    |           |         |
| 3.8.3.37 | Drainpipe port opening                                                                                                                                                | V                           |    |           |         |
| 3.8.3.38 | Drainpipe valve installation                                                                                                                                          | V                           |    |           |         |
| 3.8.3.39 | Pipeline drainage pipe installation                                                                                                                                   | V                           |    |           |         |
| 3.8.3.40 | Drainpipe valve plug installation                                                                                                                                     | V                           |    |           |         |
| 3.8.3.41 | Drainpipe material                                                                                                                                                    | V                           |    |           |         |
| 3.8.3.42 | Container demobilization work by Contractor                                                                                                                           |                             | V  |           |         |
| 3.8.3.43 | Contractor supplies materials, delivered from the Contractor warehouse to the construction site and vertical lifting Contractor                                       |                             | V  |           |         |
| 3.8.3.44 | Contractor supplies materials. The Subcontractor needs to receive the material from the hoisting port on the floor (the hoisting port on each floor of the interface) | V                           |    |           |         |
| 3.8.3.45 | Contractor feeds to the 1st floor, Contractor is responsible for the road outside the 1F entrance and exit that can be reached by vehicles.                           |                             | V  |           |         |

| Item     | Description                                                                                                                                                                                                                          | Work Scope by Subcontractor |    | Interface | Remarks |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----|-----------|---------|
|          |                                                                                                                                                                                                                                      | Yes                         | No |           |         |
| 3.8.3.46 | On the road outside the entrance and exit on the 1st floor, the stacker unloads the goods, and the material Move-In works for the Subcontractor                                                                                      | V                           |    |           |         |
| 3.8.3.47 | Contractor equipment and materials are transported to the Subcontractor's pre-fab works for Contractor, and the materials are unloaded from the truck by the Subcontractor                                                           | V                           | V  |           |         |
| 3.8.3.48 | Contractor equipment and materials from the Subcontractor pre-fab to the construction site lifting port all handling (including vehicles)                                                                                            | V                           |    |           |         |
| 3.8.3.49 | Vertical lifting of equipment and materials provided by Contractor to work for Contractor                                                                                                                                            |                             | V  |           |         |
| 3.8.3.50 | Material supplied by the Subcontractor; all lifting is handled by the Subcontractor; Contractor only provides vertical cranes (excluding other personnel)                                                                            | V                           |    |           |         |
| 3.8.3.51 | PCW(MA) PUMP*6 thermal insulation (including materials)                                                                                                                                                                              | V                           |    |           |         |
| 3.8.3.52 | PCW(MA) TANK*4 pcs thermal insulation, aluminum skin (including material)                                                                                                                                                            | V                           |    |           |         |
| 3.8.3.53 | Floor drain material including installation                                                                                                                                                                                          | V                           |    |           |         |
| 3.8.3.54 | The water supply and drainage pipes are in the riser pipes. No wall can be used as pipe supports. Upright pipe supports are needed to fix the pipes.                                                                                 | V                           |    |           |         |
| 3.8.3.55 | Riser grille openings between pipes                                                                                                                                                                                                  | V                           |    |           |         |
| 3.8.3.56 | Control valve                                                                                                                                                                                                                        |                             | V  |           |         |
| 3.8.3.57 | Control valve installation                                                                                                                                                                                                           | V                           |    |           |         |
| 3.8.3.58 | Pipeline labeling                                                                                                                                                                                                                    | V                           |    |           |         |
| 3.8.3.59 | Pipeline label installation                                                                                                                                                                                                          | V                           |    |           |         |
| 3.8.3.60 | Equipment tagging materials                                                                                                                                                                                                          | V                           |    |           |         |
| 3.8.3.61 | Equipment tagging installation                                                                                                                                                                                                       | V                           |    |           |         |
| 3.8.3.62 | Valve switch tagging material                                                                                                                                                                                                        | V                           |    |           |         |
| 3.8.3.63 | Valve switch tag installation with cable ties                                                                                                                                                                                        | V                           |    |           |         |
| 3.8.3.64 | Installation of drainage and overflow piping from tanks, spare nozzles are bolted with blind flanged                                                                                                                                 | V                           |    |           |         |
| 3.8.3.65 | Install the pump guide rails in the lifting station or barrel tank, which needs to be fixed and leak-proof with FRP Lining, and there is anoxic operation and safety protection for anoxic operation, working for the Subcontractor. | V                           |    |           |         |
| 3.8.3.66 | Remaining project materials are sent back to Contractor warehouse                                                                                                                                                                    | V                           |    |           |         |



#### 4. Construction Schedule

- 4.1. The Subcontractor's proposal shall include all necessary costs to achieve the time constraints indicated below and in the attached Client Construction Schedule.
- 4.2. Construction Period: **FAB A 03/07/2022 – 12/01/2022 and FAB B 06/17/2022 – 03/01/2023**
- 4.3. Workweek schedules will be 60-60-50.
- 4.4. All work will be adjusted during normal working hours by TSMC site regulations and seasonal changes.
- 4.5. Overtime requirements:
  - 4.5.1. By submitting a proposal, the Subcontractor accepts there may be minor changes or greater detail applied to the schedule as directed by Contractor as to the project progresses. Contractor reserves the right to make changes to the schedule for the benefit of the Owner and the project.

#### 5. Subcontractor's Project Management

- 5.1. The equipment and materials provided by Contractor will be delivered onsite by Contractor at an agreed to location. Contractor will transfer equipment and material to the Subcontractor in person. If the Subcontractor has any objection to the appearance or quality, it must be raised before the Subcontractor takes possession. If equipment or material is damaged or rusted after the inspection and acceptance, the Subcontractor is responsible for any repair or maintenance.
- 5.2. All material for this project shall be brand new, and the materials shall be examined with Contractor supervisors upon their entering the site, and if the materials are found to be non-compliant, the materials shall be immediately removed from the site.
- 5.3. Construction completion date: each system must be accepted by the Contractor and the client before being considered complete. All initial testing, QA/ QC, adjustments, operational testing and cleaning must be complete.
- 5.4. On-site notice
  - 5.4.1. The Subcontractor shall be responsible for on-site equipment (crane/Mobile Equipment Work Platform MEWP), material hoisting operations (work safety, traffic control personnel, crane commander, and forklift guard personnel are required) and each floor handling, material management and storage, finishing, and removal of waste materials, remaining materials need to be returned to the Contractor warehouse and Inventory handover completed.
  - 5.4.2. Between pipe bridges, piping, and openings, before construction, safety handrails and safety nets must be laid and there must be lifeline hooks.
  - 5.4.3. Safety labeling: All need to be clearly labeled by the owner and Contractor regulations (such as the ceiling grid cutting of custom blank must be affixed with a sticker that prohibits stepping on). Clean after completion (removal of film/cleaning of stains/repair of damage before acceptance)
  - 5.4.4. After completion, the as-built drawing must be completed.

#### 5.5. Notice for construction

##### 5.5.1. Construction Notice

This project shall comply with all regulations and the owner's specifications. If there is a conflict, the owner's interpretation shall prevail.

#### 6. Construction management matters

##### 6.1. Equipment and material handling and storage

- 6.1.1. The material that is transported to the location should be covered with canvas or PVC cloth to prevent contamination.
- 6.1.2. Subcontractors can apply to Contractor for construction temporary storage areas and must comply with Contractor laydown requirements.
- 6.1.3. The Subcontractor needs to send on-site supervisor or safety personnel to organize lay down area.
- 6.1.4. The Subcontractor shall always keep the materials in the prefabricated area and laydown area neatly arranged. Work area should be cleaned every day.
- 6.1.5. If the Subcontractor found that the material is damaged during unpacking, he must report it to the Contractor engineer immediately, and place the damaged material separately and not install it.
- 6.1.6. In case of improper storage, or loss of materials due to Subcontractor management, the Subcontractor is responsible for loss of material or equal compensation.

#### 7. Progress and quality control

- 7.1. The Subcontractor shall appoint a dedicated person to be responsible for the management of construction progress and construction quality. If the Subcontractor does not comply with inspections and construction progress reports (including photos and construction drawings), Contractor may request a new on-site replacement.
- 7.2. The Subcontractor shall propose a manpower plan and personnel organization table within seven days after the start meeting to coordinate the progress of the project.
- 7.3. The Subcontractor shall provide documentation for items such as the construction schedule, manhours, and deliverables based on contracting strategy and commercial terms.
- 7.4. If the Subcontractor is behind schedule, it is necessary to put forward an acceleration plan.



- 7.5. All construction must be done in accordance to the drawings provided. Deviations shall be documented by approved RFI(s). Subcontractors are responsible for accurate as-built drawings.
- 7.6. The person in charge of the Subcontractor's site shall conduct independent inspections and fill out the independent inspection form and cooperate with the CAR (Quality Management Corrective Sheet) issued by the supervisor and Contractor quality control personnel to improve the defects. The CAR improvement period is 3 working days, and the electronic files of the improved photos must be handed over to assigned Contractor personnel.
- 7.7. The Subcontractor must have a dedicated engineer or supervisor who is responsible for the following
  - 7.7.1. Communicate, clarify, and discuss the content of the Subcontractor's project with The Contractor engineer.
  - 7.7.2. Modification of the drawing sketch and drawing of the as-built drawing after completion.
  - 7.7.3. Production of monthly pricing and settlement quantity and as built documents.
  - 7.7.4. All electrical work to be completed per national standards, best practices, and all associated codes and procedures.
  - 7.7.5. The construction of each area must be inspected and an inspection form submitted to Contractor for countersignature.
  - 7.7.6. Requests and additional deductions, If the completed part is modified to meet the site conditions and the owner's needs, the Subcontractor shall submit the photos before and after the modification, as well as the relevant working hours and quantity of materials as the basis for future additions. Following any owner-directive and change order processes.



## SCOPE OF WORK

Project Name FAB21 Phase 1 Project No:

Package # Plumbing system – CUP+WRC+ELE+LORRY+BSGS+pipe trench+pipe bridge...etc. (including S/S & PVC.)

1. Addenda, Client standards, and specifications, and the Contractor Master Construction Subcontract Agreement (“MSA”), incorporated herein by this reference.
  - 1.1. All scope represented by this ITB, the Issued for Construction (“IFC”) drawings, specifications, construction method, and addenda shall be considered Subcontractor Furnished, Subcontractor Install (SCFSCI) unless specifically noted otherwise in this document.
  - 1.2. The Subcontractor shall perform the “Scope of Work” in conformance with this ITB, IFC’
  - 1.3. The Subcontractor shall provide all material, labor, training, supervision, tools, equipment, and scissor lifts necessary to complete the Subcontractor’s Labor, Materials, and Equipment “Scope of Work” notwithstanding 1.2 above.
  - 1.4. “All document transmittals, including all attachments, sent to Contractor must be cc’d to Contractor Document Control (doccontrol@UISCO.US). This would include RFIs, shop drawings, specifications, data sheets, etc.

## 2. General

The following contents and definitions are part of the contract, once the Subcontractor has acknowledged they fully understand and agree to the scope and it has been awarded, the Subcontractor will not raise scope or cost objection.

- 2.1. All labor, tools, and equipment for this project shall be supplied by and be the responsibility of the Subcontractor unless specifically noted in this SOW or the Master Agreement. Subcontractor is responsible for the management of their scope of work. Any uncertainty or conflict shall be addressed before the final contract. No changes in price or scope are allowed without prior written agreement with the owner/ Contractor.
- 2.2. Contractor will provide on-site temporary water connection points and temporary construction electrical panels/switchboards. If the temp facilities provided by Contractor for the Subcontractor's construction area is insufficient then Subcontractor may add their own hoses/piping and conduit/wiring. These processes must comply with site specifications and restrictions. Construction lighting provided by Contractor (except roof (RF)). If there are any deficiencies in Contractor large-area construction lighting, the Subcontractor shall provide additional lighting to make up for it.
- 2.3. All Subcontractor-supplied material must have a submittal approved by Contractor prior to use. If a mock-up is required by the owner, then those costs will be negotiated on a case-by-case basis.





## 3. Project Scope Construction Interface

3.1. Refer to the drawing listed below.

3.1.1. CUP+WRC+ELE+LORRY+BSGS+pipe trench+pipe bridge

Refer to Drawing List

| No. | Drawing No.         | Drawing Description                                       | Building |
|-----|---------------------|-----------------------------------------------------------|----------|
| 1   | F21P1-P-0-00        | COVER SHEET CUP BUILDING                                  | CUP      |
| 2   | F21P1-P-0-01        | GENERAL NOTES, SYMBOL LEGEND & ABBREVIATION               | CUP      |
| 3   | F21P1-P-1-01        | EQUIPMENT SCHEDULE                                        | CUP      |
| 4   | F21P1-P-2-01        | FLOW DIAGRAM PLUMBING SYSTEM (1) CUP BUILDING             | CUP      |
| 5   | F21P1-P-2-02        | FLOW DIAGRAM PLUMBING SYSTEM (2) CUP BUILDING             | CUP      |
| 6   | F21P1-P-3-C10-00    | FLOOR PLAN WATER SUPPLY SYSTEM CUP LEVEL 10               | CUP      |
| 7   | F21P1-P-3-C20-00    | FLOOR PLAN WATER SUPPLY SYSTEM CUP LEVEL 20               | CUP      |
| 8   | F21P1-P-3-C30-00    | FLOOR PLAN WATER SUPPLY SYSTEM CUP LEVEL 30               | CUP      |
| 9   | F21P1-P-3-CR1-00    | FLOOR PLAN WATER SUPPLY SYSTEM CUP ROOF 1                 | CUP      |
| 10  | F21P1-P-4-C10-00    | FLOOR PLAN DRAINAGE PIPING SYSTEM CUP LEVEL 10            | CUP      |
| 11  | F21P1-P-4-C20(L)-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM CUP LEVEL 20(LOWER)     | CUP      |
| 12  | F21P1-P-4-C20(U)-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM CUP LEVEL 20(UPPER)     | CUP      |
| 13  | F21P1-P-4-C30-00    | FLOOR PLAN DRAINAGE PIPING SYSTEM CUP LEVEL 30            | CUP      |
| 14  | F21P1-P-4-CR1-00    | FLOOR PLAN DRAINAGE PIPING SYSTEM CUP ROOF 1              | CUP      |
| 15  | F21P1-P-7-O00-01    | DISTRIBUTION DIAGRAM - WATER SUPPLY SYSTEM                | CUP      |
| 16  | F21P1-P-7-O00-02    | DISTRIBUTION DIAGRAM - DRAINAGE PIPING SYSTEM             | CUP      |
| 17  | F21P1-P-8-01        | ISOMETRIC DRAINAGE PIPING SYSTEM CUP BUILDING             | CUP      |
| 18  | F21P1-P-8-02        | DETAIL PLUMBING SYSTEM                                    | CUP      |
| 19  | F21P1-P-0-00        | COVER SHEET ELECTRICAL BUILDING                           | ELE      |
| 20  | F21P1-P-0-01        | DRAWING LIST, GENERAL NOTES, SYMBOL LEGEND & ABBREVIATION | ELE      |
| 21  | F21P1-P-1-01        | EQUIPMENT SCHEDULE                                        | ELE      |
| 22  | F21P1-P-2-01        | FLOW DIAGRAM PLUMBING SYSTEM ELECTRICAL BUILDING          | ELE      |
|     |                     |                                                           |          |

| No. | Drawing No.      | Drawing Description                                                       | Building |
|-----|------------------|---------------------------------------------------------------------------|----------|
| 23  | F21P1-P-3-E10-00 | FLOOR PLAN WATER SUPPLY SYSTEM ELECTRICAL BUILDING LEVEL 10               | ELE      |
| 24  | F21P1-P-4-EB1-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM ELECTRICAL BUILDING LEVEL B1            | ELE      |
| 25  | F21P1-P-4-E10-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM ELECTRICAL BUILDING LEVEL 10            | ELE      |
| 26  | F21P1-P-4-ER1-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM ELECTRICAL BUILDING ROOF 1              | ELE      |
| 27  | F21P1-P-8-01     | ISOMETRIC DRAINAGE PIPING SYSTEM                                          | ELE      |
| 28  | F21P1-P-8-02     | DETAIL PLUMBING SYSTEM                                                    | ELE      |
| 29  | F21P1-P-8-03-00  | DETAIL PLUMBING SYSTEM                                                    | ELE      |
| 30  | F21P1-P-8-04-00  | DETAIL PLUMBING SYSTEM                                                    | ELE      |
| 31  | F21P1-P-0-01     | SYMBOL LEGEND ABBREVIATION & GENERAL NOTES                                | WRC      |
| 32  | F21P1-P-1-01     | EQUIPMENT SCHEDULE                                                        | WRC      |
| 33  | F21P1-P-2-01     | FLOW DIAGRAM PLUMBING SYSTEM -1                                           | WRC      |
| 34  | F21P1-P-2-02     | FLOW DIAGRAM PLUMBING SYSTEM -2                                           | WRC      |
| 35  | F21P1-P-2-03     | FLOW DIAGRAM PLUMBING SYSTEM -3                                           | WRC      |
| 36  | F21P1-P-2-04     | FLOW DIAGRAM PLUMBING SYSTEM -4                                           | WRC      |
| 37  | F21P1-P-3-W10-00 | FLOOR PLAN WATER SUPPLY SYSTEM WATER RESOURCE CENTER BUILDING LEVEL 10    | WRC      |
| 38  | F21P1-P-3-W20-00 | FLOOR PLAN WATER SUPPLY SYSTEM WATER RESOURCE CENTER BUILDING LEVEL 20    | WRC      |
| 39  | F21P1-P-3-WR1-00 | FLOOR PLAN WATER SUPPLY SYSTEM WATER RESOURCE CENTER BUILDING ROOF 1      | WRC      |
| 40  | F21P1-P-4-W10-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM WATER RESOURCE CENTER BUILDING LEVEL 10 | WRC      |
| 41  | F21P1-P-4-W20-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM WATER RESOURCE CENTER BUILDING LEVEL 20 | WRC      |
| 42  | F21P1-P-4-WR1-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM WATER RESOURCE CENTER BUILDING ROOF 1   | WRC      |
| 43  | F21P1-P-7-O00-01 | DISTRIBUTION DIAGRAM - WATER SUPPLY SYSTEM                                | WRC      |
| 44  | F21P1-P-7-O00-02 | DISTRIBUTION DIAGRAM - DRAINAGE PIPING SYSTEM                             | WRC      |
| 45  | F21P1-P-8-01     | ISOMETRIC DRAINAGE PIPING SYSTEM WRC BUILDING                             | WRC      |
| 46  | F21P1-P-8-02     | DETAIL PLUMBING SYSTEM                                                    | WRC      |

| No. | Drawing No.      | Drawing Description                                         | Building |
|-----|------------------|-------------------------------------------------------------|----------|
| 47  | F21P1-P-0-01     | PLUMBING SYSTEM DRAWING LIST SYMBOL LEGEND                  | LORRY    |
| 48  | F21P1-P-1-01-00  | EQUIPMENT SCHEDULE                                          | LORRY    |
| 49  | F21P1-P-2-01-00  | FLOW DIAGRAM PLUMBING SYSTEM                                | LORRY    |
| 50  | F21P1-P-3-L10-00 | FLOOR PLAN WATER SUPPLY SYSTEM LEVEL 10                     | LORRY    |
| 51  | F21P1-P-3-L15-00 | FLOOR PLAN WATER SUPPLY SYSTEM LEVEL 15                     | LORRY    |
| 52  | F21P1-P-3-LR1-00 | FLOOR PLAN WATER SUPPLY SYSTEM ROOF 1                       | LORRY    |
| 53  | F21P1-P-4-L10-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM LEVEL 10                  | LORRY    |
| 54  | F21P1-P-4-L15-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM LEVEL 15                  | LORRY    |
| 55  | F21P1-P-4-LR1-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM ROOF 1                    | LORRY    |
| 56  | F21P1-P-4-LR1-01 | SEQUENCE OF OPERATION FIRE ALARM SYSTEM (1)                 | LORRY    |
| 57  | F21P1-P-4-LR1-02 | SEQUENCE OF OPERATION FIRE ALARM SYSTEM (2)                 | LORRY    |
| 58  | F21P1-P-4-LR1-03 | SEQUENCE OF OPERATION FIRE ALARM SYSTEM (3)                 | LORRY    |
| 59  | F21P1-P-4-LR1-04 | SEQUENCE OF OPERATION FIRE ALARM SYSTEM (4)                 | LORRY    |
| 60  | F21P1-P-7-O00-01 | DISTRIBUTION DIAGRAM - WATER SUPPLY SYSTEM                  | LORRY    |
| 61  | F21P1-P-7-O00-02 | DISTRIBUTION DIAGRAM - DRAINAGE PIPING SYSTEM               | LORRY    |
| 62  | F21P1-P-0-01     | DRAWING LIST & SYMBOL LEGEND & ABBREVIATION & GENERAL NOTES | BSGS     |
| 63  | F21P1-P-1-01     | EQUIPMENT SCHEDULE                                          | BSGS     |
| 64  | F21P1-P-2-01     | FLOW DIAGRAM PLUMBING SYSTEM                                | BSGS     |
| 65  | F21P1-P-3-B10-00 | FLOOR PLAN WATER SUPPLY SYSTEM LEVEL 10 BSGS                | BSGS     |
| 66  | F21P1-P-3-B10-00 | FLOOR PLAN DRAINAGE PIPING SYSTEM LEVEL 10 BSGS             | BSGS     |

### 3.2. Contract construction content description

- 3.2.1. CUP+WRC+ELE+LORRY+BSGS+pipe trench+pipe bridge...and so on (except FAB building). Provide Contractor for all equipment in the area, Subcontractor's installation, pipe material/heat preservation/hardware material/pipe support, Subcontractor's joint work belt Material: Including water supply piping, drainage piping, pipe bracket, water supply pump (and electric panel) installation, drainage pump (and guide rail) installation, shock-proof base installation, barrel tank installation, pipes, pipe fittings, valves, pressure regulating valves, Pipe rack, stainless steel pipe, PVC pipe, condensate pipe insulation, flushing eyewash device installation (pump type has pump and electric disc to install), dosing valve box (1 inch double sleeve), sampling box, pressure Meter, Spill overflow box, SEX Drain, AEX Drain... etc.
- 3.2.2. CS valve (without PVC valve), PIPE S/S304 SCH20.36", control valve, shockproof hose, PUMP, electric disc, barrel, emergency eyewash, air release valve, pressure gauge, shockproof base and grout, RC Bases, control instruments etc., provide materials for Contractor, installation by the Subcontractor's, and other materials needed to complete the water supply and drainage system, and provide materials for the Subcontractor's construction. Pipes need to be submitted for



review.

- 3.2.3. The ICW water supply system is made of S/S304 SCH20. Except for the materials provided by Contractor, the other pipes, pipe racks and miscellaneous... etc. materials are all supplied by the Subcontractor's for construction. 36" pipes and bay heads need to be installed in the tank, and there is no oxygen. Safety protection for operations and hypoxic operations. Work for the Subcontractor: There are PUMP and shock-proof base and electric panel installation, and there are joint work and welding work. The Subcontractor's needs to cooperate with the weld inspection and the pull test of the expansion bolt of the pipe frame.
  - 3.2.4. The DW/CW water supply system is used for S/S304 SCH20 piping. Except for Contractor, the other pipes, pipe racks and miscellaneous materials are all supplied by the Subcontractor's for construction. There are PUMP and electric panel installations, and there are joint work and welding. For work, the Subcontractor's needs to cooperate with the weld inspection and the pull test of the expansion bolt of the pipe frame.
  - 3.2.5. RCW water recycling system is constructed for S/S304 SCH20 piping. Except for the materials provided by Contractor, the remaining pipes, pipe racks and miscellaneous materials are all supplied by the Subcontractor's for construction, including PUMP and electric panel installations. The Subcontractor's needs to cooperate with the weld bead inspection and the pull test of the expansion bolt of the pipe rack.
  - 3.2.6. The RCW (MA) condensate recovery water system is used for S/S304 SCH20 piping. Except Contractor provides materials, the other pipes, pipe racks and miscellaneous materials are all supplied by the Subcontractor's for construction. There are tooth connection and welding work, and the Subcontractor's needs Cooperate with weld bead inspection and pull test of expansion bolt of pipe frame.
  - 3.2.7. For toilets and pantry, the water supply pipe is made of S/S304 to be 1M into the toilet. The material of the drainage pipe is PVC, and it is pre-buried as a civil construction contractor. The pipe will be collected and taken from the next floor. The drainage must have a smooth water function and be inclined piping. Drainage pipes and septic tanks need exhaust piping, and the exhaust pipe needs to be pulled to the roof.
  - 3.2.8. Eye and Emergency Shower system, including the installation of the Eye and Emergency Shower body. The eyewash devices are divided into PUMP type, general type and outdoor type. The PUMP type eyewash needs to include an electric plate and PUMP installation, and the reserved hole of the eyewash needs a tube. The plug is closed, the water supply pipe is made of S/S304, and the drain pipe is made of PVC.
  - 3.2.9. Rainfall Cut-off Valves are stainless steel bodies. The size of the valve body needs to be made and installed according to the on-site measurement size. There will be some civil work, electric opening and electric closing, remote start and stop, including control box and power cord, information needs to be sent to the owner for approval is within the scope of the Subcontractor's work.
  - 3.2.10. Loading and Unloading Stations system, Outdoor work on the first floor, there is air pump to be installed, air source pipe 1/2" material S/S304 installation, solenoid valve and pressure regulating valve group installation, quick connector installation, etc., need to enter the tank for construction, pipelines There are two kinds of materials: S/S304 and PVC SCH80.
  - 3.2.11. Spill Containment system, there are overflow pipes that need to be installed with materials, and the drainage collection pipes are 10-inch carbon steel pipes, which require sandblasting and paint.
  - 3.2.12. Drain System: 1. Cooling Tower Blow Down Water, made of carbon steel pipe, needs sandblasting and paint. 2. AHU Drain Water, made of PVC SCH80, requires insulation pads and insulation. 3. GIS Room Drain Water, made of S/S304, with sink installation, drainage pump installation and GD(P) drainage pipe, made of PVC SCH80. 4. Floor Drain Water, made of PVC SCH80, and water storage is required Bend, you must install the water head.
  - 3.2.13. The equipment layout and installation are within the scope of the Subcontractor's, and the RC foundation grouting is within the scope of Contractor.
  - 3.2.14. Insulation of pipes and bridges and condensate pipelines are within the scope of the Subcontractor's. The Subcontractor's needs to carry materials for construction, and the insulation materials need to have FM certification.
  - 3.2.15. Materials such as valve parts, pressure gauges, thermometers, release valves...etc. are supplied by Contractor, and the Subcontractor's is responsible for opening and installation.
  - 3.2.16. The RCW4 TANK has a dosing pipeline, which is made of 1" PVC SCH80 and a 2" transparent tube with jacket. There is also a valve box to be installed, all of which are provided by the Subcontractor's.
  - 3.2.17. All overflow pipes, vent pipes and bottom drain pipes of the tank must be provided by the Subcontractor, and the spare nozzles of the tank must be flanged off.
  - 3.2.18. Wall openings/floor openings. Floor openings should be 4" high RC water stop. After the pipe passes through, it is necessary to be sealed by the Subcontractor. The floor and wall penetration should be sealed with fire-retarded materials at the fire zone. Fire-proof insulation shall be installed within the scope of Contractor.
- 3.3. The contract details are as follows



1. Pump and tank installation. 2. Material and installation of pipeline and pipe support. 3. Insulation materials and installation. 4. Construction equipment. 5. Additional hardware, screws, expansion bolts... etc. are within the scope of the Subcontractor.
- 3.3.1. Pipes, wires, sealed with metal flashing material, aluminum foil tapes, and other hardware... etc. The Subcontractor is responsible (non-firewall Subcontractors), and pipelines that pass through the firewall need to be fireproofed. Responsible by Contractor.
- 3.3.2. Ball valve, butterfly valve, release valve, expansion joint, pressure gauge, thermometer, provided by Contractor. The equipment and hardware required for installation...etc. are within the scope of the Subcontractor's.
- 3.3.3. The pressure test work is within the scope of the Subcontractor, and the Subcontractor is responsible for the equipment and materials required for the pressure test.
- 3.3.4. The equipment is provided by Contractor, and the rest of the transportation and installation and equipment... etc. are all the responsibility of the Subcontractor.
- 3.4. Construction contracting:
  - 3.4.1. Installation of equipment and anti-vibration base, equipment handling, location setting, expansion bolt application, horizontal adjustment of equipment and anti-vibration base-(construction Subcontractor).
  - 3.4.2. Pipeline transportation and installation, lifting point expansion bolt application, support installation, label-(are within scope of Subcontractor).
  - 3.4.3. Reinforcement construction of the opening of the return air duct grille (the Subcontractor is responsible).
  - 3.4.4. The application for the temporary storage area of materials in the work area needs to be submitted in accordance with the owner's regulations and can be placed after approval. There are standards for material placement to be followed.
  - 3.4.5. The regional construction will overlap with the other Subcontractors, and the cross construction needs to be coordinated with each other, and the construction has a sequence that requires cooperation.
  - 3.4.6. If the Subcontractor is unable to cooperate with the first construction or lack of manpower, the MEWP (Mobile Equipment Work Platform) can originally be used to perform the work, and the delay in the construction results in the need to build a facility framework for the construction, then the construction framework is the scope of the Subcontractor's responsibility.
  - 3.4.7. Pipe supports for structural calculations need to be constructed in accordance with the drawings. Without pipe supports for structural calculations, they need to be constructed with the standard pipe support drawings provided by Contractor. The water supply and drainage pipes are in the riser area. No wall can be used for pipe support. Make an upright pipe support to fix the pipe.
  - 3.4.8. Welding must be full-pen welding, and the stainless-steel pipe must be purged. Welders need to have a national welder license and submit relevant documents on site and the welder's examination is approved in accordance with the regulations before welding.
  - 3.4.9. For PVC pipe construction, a 1" inspection line needs to be drawn to confirm that the pipe has been inserted to the end, and PVC glue is supplied by the Subcontractor.
  - 3.4.10. The thread piping need to have 8-9 threads, the number of threads exposed after the pipe is locked is 1-2 threads, and the AB glue cement is used to fix and prevent leakage.
  - 3.4.11. FRP TANK installation, the bottom of the tank needs 0.4" thick rubber cushion material and installation.
  - 3.4.12. All pipes or parts on the roof and outdoor areas should be made of anti-ultraviolet materials or protection.
  - 3.4.13. When the PVC pipe and S/S304 pipe are installed on the pipe rack and fixed by U Bolt, it is necessary to install rubber pads (Subcontractor provides the material) to protect the PVC pipe and isolate the potential difference.
  - 3.4.14. For the turbulent flow issue and better flow design, the piping tie-in method shall be 45-degrees connection. These criteria have exception for pressurized pipe and tank overflow, drain pipes.
  - 3.4.15. Condensation cannot be allowed on the surface of all piping. In case, condensation happens piping shall be insulated by Subcontractor
  - 3.4.16. Clear PVC fitting shall be schedule 80 and pipe is schedule 40.
  - 3.4.17. Slope of plumbing piping shall not be less than 1/200.
- Transportation/unloading and delivery of materials provided by Contractor :
  - 3.4.18. All kinds of material transportation ( sea transportation / domestic and foreign land transportation ) - ( provided by Contractor ) .
  - 3.4.19. Customs declaration for all kinds of materials - ( provided by Contractor ) .
  - 3.4.20. Unloading and dunnage project - ( provided by Contractor )
  - 3.4.21. Transport to install floor - ( provided by Contractor ) .



### 3.5. Transportation/unloading and delivery of materials provided by Subcontractor :

- 3.5.1. All kinds of material transportation ( sea transportation / domestic and foreign land transportation ) - ( provided by Subcontractor )
- 3.5.2. Customs declaration for all kinds of materials - ( provided by Subcontractor ) .
- 3.5.3. Unloading and devanning project- ( provided by Subcontractor ) .
- 3.5.4. Contractor only provides crane support for vertical movement of material to the install floor. - All other material handling ( provided by Subcontractor).

### 3.6. Equipment and materials

- 3.6.1. Materials and equipment provided by Contractor: Before these materials are delivered to the Subcontractor on the designated lifting platform or location (installed on each floor of each building), Contractor is responsible for unloading, unpacking, and storage. Once delivered, the Subcontractor is responsible for handling, storage, and protection.
- 3.6.2. Materials provided by the Subcontractor: The Subcontractor is responsible for all the responsibilities of transportation to the construction site, unloading, storage, and protection. Contractor provides support for vertical movement of material to the install floor.

### 3.7. Work scope Yes/No form:

#### 3.7.1. General or common rules

| Item    | Description                                                                                                                                                                                                                                                                                                                                                                                      | Work Scope by the Subcontractor |    | Interface | Remarks |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|-----------|---------|
|         |                                                                                                                                                                                                                                                                                                                                                                                                  | Yes                             | No |           |         |
| 3.7.1.1 | Contractor-provided equipment and material shall be staged on the installation level's lifting platform by Contractor. The movement of equipment and material from lifting platforms to the final installation will be by the Subcontractor. All transport of Subcontractor-provided materials machinery such as forklifts, scissor lifts, etc. will be the responsibility of the Subcontractor. | V                               |    |           |         |
| 3.7.1.2 | All clean-up for safety and house-keeping purposes provided by the Subcontractor                                                                                                                                                                                                                                                                                                                 | V                               |    |           |         |
| 3.7.1.3 | The Subcontractor is responsible for the management, maintenance, and control of Subcontractors' on-site equipment and materials                                                                                                                                                                                                                                                                 | V                               |    |           |         |
| 3.7.1.4 | For all cable tray openings, Contractor is responsible for RC openings, and the Subcontractor is responsible for non-RC openings.                                                                                                                                                                                                                                                                | V                               |    |           |         |
| 3.7.1.5 | Installs and removal, scissor lifts.                                                                                                                                                                                                                                                                                                                                                             | V                               |    |           |         |
| 3.7.1.6 | Fire stopping (excluding electric panel) (Fire protection zone) by other scopes                                                                                                                                                                                                                                                                                                                  |                                 | V  |           |         |
| 3.7.1.7 | All air-tight penetration (non-fire rated) Silicone for clean room (Sikaaflex-221, DOWSIL-798, ShinEtsu)                                                                                                                                                                                                                                                                                         | V                               |    |           |         |
|         |                                                                                                                                                                                                                                                                                                                                                                                                  |                                 |    |           |         |

| Item     | Description                                                                                                                                                                                                                                                                                                     | Work Scope by the Subcontractor |    | Interface | Remarks |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|-----------|---------|
|          |                                                                                                                                                                                                                                                                                                                 | Yes                             | No |           |         |
| 3.7.1.8  | Penetration that do not yet exist will be provided by the Subcontractor and require engineer approval. Tasks will include protecting existing facilities, reducing water and dust, and removing debris.                                                                                                         | V                               |    |           |         |
| 3.7.1.9  | Cleanroom garments and shoes required based on the CR protocols will be supplied by the Subcontractor (per clean zone requirement).                                                                                                                                                                             | V                               |    |           |         |
| 3.7.1.10 | Subcontractors Site owners/managers are required to attend site meetings                                                                                                                                                                                                                                        | V                               |    |           |         |
| 3.7.1.11 | During the construction stage, Subcontractor PM and safety coordinator need to attend project management and safety coordinator weekly meetings.                                                                                                                                                                | V                               |    |           |         |
| 3.7.1.12 | All workers must attend the daily toolbox meeting, the site manager and safety officer or coordinator will provide important safety requirements and updates.                                                                                                                                                   | V                               |    |           |         |
| 3.7.1.13 | The Subcontractor is responsible for the daily housekeeping of the work area and the temporary material/toolbox storage area.                                                                                                                                                                                   | V                               |    |           |         |
| 3.7.1.14 | Temporary construction power panels and construction lighting will be supplied by Contractor, Subcontractor may extend temporary power with permission of Contractor or may provide point of use lighting. Subcontractor must submit and gain approval from Contractor before using the temporary power source. | V                               |    |           |         |
| 3.7.1.15 | All installed material will be clean and ready for final coating or use.                                                                                                                                                                                                                                        | V                               |    |           |         |

### 3.7.2. Project management regulations

| Item    | Description                                                     | Work Scope by the Subcontractor |    | Interface | Remarks |
|---------|-----------------------------------------------------------------|---------------------------------|----|-----------|---------|
|         |                                                                 | Yes                             | No |           |         |
| 3.7.2.1 | Provide material quantity estimates                             | V                               |    |           |         |
| 3.7.2.2 | Assist in drawing and submitting drawings for review            | V                               |    |           |         |
| 3.7.2.3 | Before construction handover, the final surface must be cleaned | V                               |    |           |         |
|         |                                                                 |                                 |    |           |         |

| Item     | Description                                                                                                                               | Work Scope by the Subcontractor |    | Interface | Remarks |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----|-----------|---------|
|          |                                                                                                                                           | Yes                             | No |           |         |
| 3.7.2.4  | The Subcontractor is responsible for on-site equipment and material management.                                                           | V                               |    |           |         |
| 3.7.2.5  | Daily cleaning of respective areas.                                                                                                       | V                               |    |           |         |
| 3.7.2.6  | Regular self-inspection of construction and incoming materials required. Inspection form required                                         | V                               |    |           |         |
| 3.7.2.7  | Daily attendance and progress report                                                                                                      | V                               |    |           |         |
| 3.7.2.8  | Cooperate with site safety and health promotion and implementation and must have dedicated safety personnel per safety plan.              | V                               |    |           |         |
| 3.7.2.9  | Participate in the daily Contractor meeting                                                                                               | V                               |    |           |         |
| 3.7.2.10 | Proactively raise questions for clarification, discussion, and follow-up                                                                  | V                               |    |           |         |
| 3.7.2.11 | Submission of as-built drawings and full cooperation until completion.                                                                    | V                               |    |           |         |
| 3.7.2.12 | If the task requires certification, then credentials must be provided onsite.                                                             | V                               |    |           |         |
| 3.7.2.13 | When the on-site construction lighting is insufficient, you need to bring your temporary lighting fixtures.                               | V                               |    |           |         |
| 3.7.2.14 | Use of temp power by Contractor approval only.                                                                                            | V                               |    |           |         |
| 3.7.2.15 | Equipment cable connection to the temporary electric panel                                                                                | V                               |    |           |         |
| 3.7.2.16 | Enclosure and 6S management of material temporary storage area.                                                                           | V                               |    |           |         |
| 3.7.2.17 | Systems related to fire inspections need to cooperate to participate in the inspections.<br>Fire protection systems need to be inspected. | V                               |    |           |         |
| 3.7.2.18 | Lay fireproof curtain for flammable materials                                                                                             | V                               |    |           |         |
| 3.7.2.19 | All warranty maintenance claims must be completed within 24hrs.                                                                           | V                               |    |           |         |



## 3.7.3. Clarification table for the system scope of the contract

| Item     | Description                                                                                               | Work Scope by Subcontractor |    | Interface | Remarks |
|----------|-----------------------------------------------------------------------------------------------------------|-----------------------------|----|-----------|---------|
|          |                                                                                                           | Yes                         | No |           |         |
| 3.7.3.1  | Material and installation of pipe support                                                                 | V                           |    |           |         |
| 3.7.3.2  | S/S304 SCH20, PVC, C.S. pipeline materials and installation and submission for review S/S304 SCH20        | V                           |    |           |         |
| 3.7.3.3  | Pipes and pipe supporting hardware materials                                                              | V                           |    |           |         |
| 3.7.3.4  | Pipe clamp/U bolt Material and installation                                                               | V                           |    |           |         |
| 3.7.3.5  | PU-Foam Material and installation                                                                         | V                           |    |           |         |
| 3.7.3.6  | light Wall Opening                                                                                        | V                           |    |           |         |
| 3.7.3.7  | RC Wall Opening                                                                                           | V                           |    |           |         |
| 3.7.3.8  | Opening sealing                                                                                           | V                           |    |           |         |
| 3.7.3.9  | Fire Protection Stuffing                                                                                  |                             | V  |           |         |
| 3.7.3.10 | Anti-water Curb                                                                                           | V                           |    |           |         |
| 3.7.3.11 | Pipe shoes Material and installation (welding required)                                                   | V                           |    |           |         |
| 3.7.3.12 | Layout of PUMP, Anti-vibration base, flushing eyewash, washing hole, piping, etc.                         | V                           |    |           |         |
| 3.7.3.13 | Hole penetration and installation for piping, tanks, pumps, flushing, eye wash, anti-vibration base, etc. | V                           |    |           |         |
| 3.7.3.14 | Material and installation of dosing pipe sampling box                                                     | V                           |    |           |         |
| 3.7.3.15 | RC Equipment base                                                                                         |                             | V  |           |         |
| 3.7.3.16 | Dosing jacketed piping material and installation                                                          | V                           |    |           |         |
| 3.7.3.17 | On-site pipeline welding and gases                                                                        | V                           |    |           |         |
| 3.7.3.18 | S/S. Welding part pickling                                                                                | V                           |    |           |         |
| 3.7.3.19 | anti-rust paint for all C.S. welding touchups                                                             | V                           |    |           |         |
| 3.7.3.20 | Flange gasket material and installation                                                                   | V                           |    |           |         |
| 3.7.3.21 | C.S. Valve                                                                                                |                             | V  |           |         |
| 3.7.3.22 | PVC Valve                                                                                                 | V                           |    |           |         |
| 3.7.3.23 | Valve installation(include accessory)                                                                     | V                           |    |           |         |

| Item     | Description                                                                                                                                                             | Work Scope by Subcontractor |    | Interface | Remarks |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----|-----------|---------|
|          |                                                                                                                                                                         | Yes                         | No |           |         |
| 3.7.3.24 | bolt and material installation                                                                                                                                          | V                           |    |           |         |
| 3.7.3.25 | Pressure gauge material (block valve)                                                                                                                                   |                             | V  |           |         |
| 3.7.3.26 | Pressure gauge U-pipe                                                                                                                                                   | V                           |    |           |         |
| 3.7.3.27 | Pressure gauge U-pipe installation                                                                                                                                      | V                           |    |           |         |
| 3.7.3.28 | Pressure gauge installation                                                                                                                                             | V                           |    |           |         |
| 3.7.3.29 | Monitoring instrument material (block valve)                                                                                                                            |                             | V  |           |         |
| 3.7.3.30 | Monitoring instrument installation port (block valve)                                                                                                                   | V                           |    |           |         |
| 3.7.3.31 | Monitoring instrument installation                                                                                                                                      |                             | V  |           |         |
| 3.7.3.32 | Air Vent (block valve)                                                                                                                                                  |                             | V  |           |         |
| 3.7.3.33 | Air Vent opening port material                                                                                                                                          | V                           |    |           |         |
| 3.7.3.34 | Air Vent opening                                                                                                                                                        | V                           |    |           |         |
| 3.7.3.35 | Air Vent installation                                                                                                                                                   | V                           |    |           |         |
| 3.7.3.36 | Air Vent drainpipe material                                                                                                                                             | V                           |    |           |         |
| 3.7.3.37 | Air Vent drainpipe install                                                                                                                                              | V                           |    |           |         |
| 3.7.3.38 | Drainpipe port opening                                                                                                                                                  | V                           |    |           |         |
| 3.7.3.39 | Drainpipe valve installation                                                                                                                                            | V                           |    |           |         |
| 3.7.3.40 | Pipeline drainage pipe installation                                                                                                                                     | V                           |    |           |         |
| 3.7.3.41 | Drainpipe valve plug installation                                                                                                                                       | V                           |    |           |         |
| 3.7.3.42 | Drainpipe material                                                                                                                                                      | V                           |    |           |         |
| 3.7.3.43 | Container demobilization work by Contractor                                                                                                                             |                             | V  |           |         |
| 3.7.3.44 | Contractor supplies materials, delivered from the Contractor warehouse to the construction site and vertical lifting by Contractor                                      |                             | V  |           |         |
| 3.7.3.45 | Contractor supplies materials. The Subcontractor's needs to receive the material from the hoisting port on the floor (the hoisting port on each floor of the interface) | V                           |    |           |         |
|          |                                                                                                                                                                         |                             |    |           |         |

| Item     | Description                                                                                                                                                                | Work Scope by Subcontractor |    | Interface | Remarks |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----|-----------|---------|
|          |                                                                                                                                                                            | Yes                         | No |           |         |
| 3.7.3.46 | Contractor feeds to the 1st floor; Contractor is responsible for the road outside the 1F entrance and exit that can be reached by vehicles.                                |                             | V  |           |         |
| 3.7.3.47 | On the road outside the entrance and exit on the 1st floor, the stacker unloads the goods, and the material MOVE-IN works for the Subcontractor's                          | V                           |    |           |         |
| 3.7.3.48 | Contractor equipment and materials are transported to the Subcontractor's pre-fab works for Contractor, and the materials are unloaded from the truck by the Subcontractor | V                           | V  |           |         |
| 3.7.3.49 | Contractor equipment and materials from the Subcontractor pre-fab to the construction site lifting port all handling (including vehicles)                                  | V                           |    |           |         |
| 3.7.3.50 | Vertical lifting of equipment and materials provided by Contractor to work for Contractor                                                                                  |                             | V  |           |         |
| 3.7.3.51 | Material supplied by the Subcontractor's, all lifting is handled by the Subcontractor, Contractor only provides vertical cranes (excluding other personnel)                | V                           |    |           |         |
| 3.7.3.52 | RCW(MA) PUMP*6 thermal insulation (including materials)                                                                                                                    | V                           |    |           |         |
| 3.7.3.53 | floor drain material including installation                                                                                                                                | V                           |    |           |         |
| 3.7.3.54 | The water supply and drainage pipes are in the riser pipes. No wall can be used as pipe supports. Upright pipe supports are needed to fix the pipes.                       | V                           |    |           |         |
| 3.7.3.55 | Riser grille openings between pipes                                                                                                                                        | V                           |    |           |         |
| 3.7.3.56 | Control valve                                                                                                                                                              |                             | V  |           |         |
| 3.7.3.57 | Control valve installation                                                                                                                                                 | V                           |    |           |         |
| 3.7.3.58 | Pipeline labeling                                                                                                                                                          | V                           |    |           |         |
| 3.7.3.59 | Pipeline label installation                                                                                                                                                | V                           |    |           |         |
| 3.7.3.60 | Equipment tagging materials                                                                                                                                                | V                           |    |           |         |
| 3.7.3.61 | Equipment tagging installation                                                                                                                                             | V                           |    |           |         |
| 3.7.3.62 | Valve switch tagging material                                                                                                                                              | V                           |    |           |         |
| 3.7.3.63 | Valve switch tag installation with cable tie                                                                                                                               | V                           |    |           |         |



| Item     | Description                                                                                                                                         | Work Scope by Subcontractor |    | Interface | Remarks |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----|-----------|---------|
|          |                                                                                                                                                     | Yes                         | No |           |         |
| 3.7.3.64 | Installation of drainage and overflow piping from tanks, spare nozzles are bolted with blind flange                                                 | V                           |    |           |         |
| 3.7.3.65 | Install 36" pipes and bay heads into the barrel, and work for the Subcontractor with hypoxic operation and safety protection for hypoxic operation. | V                           |    |           |         |
| 3.7.3.66 | Remaining project materials are sent back to Contractor warehouse                                                                                   | V                           |    |           |         |

#### 4. Construction Schedule

4.1. The Subcontractor's proposal shall include all necessary costs to achieve the time constraints indicated below and in the attached Client Construction Schedule.

4.2. Construction Period: **05/11/2022 – 10/20/2022**

4.3. Workweek schedules will be 60-60-50.

4.4. All work will be adjusted during normal working hours by TSMC site regulations and seasonal changes.

4.5. Overtime requirements:

4.5.1. By submitting a proposal, the Subcontractor accepts there may be minor changes or greater detail applied to the schedule as directed by Contractor as the project progresses. Contractor reserves the right to make changes to the schedule for the benefit of the Owner and the project.

Subcontractor's Project Management

4.6. The equipment and materials provided by Contractor will be delivered onsite by Contractor at an agreed to location. Contractor will transfer equipment and material to the Subcontractor in person. If the Subcontractor has any objection to the appearance or quality, it must be raised before the Subcontractor takes possession. If equipment or material is damaged or rusted after the inspection and acceptance, the Subcontractor is responsible for any repair or maintenance.

4.7. All material for this project shall be brand new, and the materials shall be examined with Contractor supervisors upon their entering the site, and if the materials are found to be non-compliant, the materials shall be immediately removed from the site.

4.8. Construction completion date: each system must be accepted by the Contractor and the client before being considered complete. All initial testing, QA/QC, adjustments, operational testing and cleaning must be complete.

4.9. On-site notice

4.9.1. The Subcontractor shall be responsible for on-site equipment (crane/Mobile Equipment Work Platform MEWP), material hoisting operations (work safety, traffic control personnel, crane commander, and forklift guard personnel are required) and each floor handling, material management and storage, finishing, and removal of waste materials, remaining materials need to be returned to the Contractor warehouse and Inventory handover completed.

4.9.2. Between pipe bridges, piping, and openings, before construction, safety handrails and safety nets must be laid and there must be lifeline hooks.

4.9.3. Safety labeling: All need to be clearly labeled by the owner and Contractor regulations (such as the ceiling grid cutting of custom blank must be affixed with a sticker that prohibits stepping on). Clean after completion (removal of film/cleaning of stains/repair of damage before acceptance).

4.9.4. After completion, the as-built drawing must be completed.

4.10. Notice for construction

4.10.1. Construction Notice

This project shall comply with all regulations and the owner's specifications. If there is a conflict, the owner's interpretation shall prevail.



5. Construction management matters

5.1. Equipment and material handling and storage

- 5.1.1. The material that is transported to the location should be covered with canvas or PVC cloth to prevent contamination.
- 5.1.2. Subcontractors can apply to Contractor for construction temporary storage areas and must comply with Contractor laydown requirements.
- 5.1.3. The Subcontractor needs to send on-site supervisor or safety personnel to organize lay down area.
- 5.1.4. The Subcontractor shall always keep the materials in the prefabricated area and laydown area neatly arranged. Work area should be cleaned every day.
- 5.1.5. If the Subcontractor found that the material is damaged during unpacking, he must report it to the Contractor engineer immediately, and place the damaged material separately and not install it.
- 5.1.6. In case of improper storage, or loss of materials due to Subcontractor management, the Subcontractor is responsible for loss of material or equal compensation.

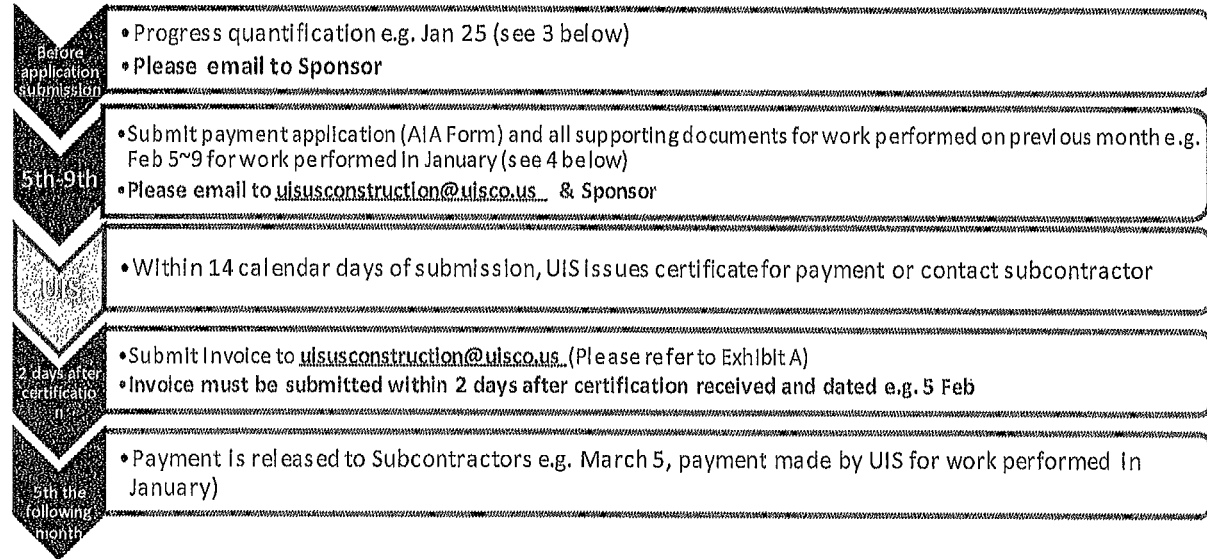
6. Progress and quality control

- 6.1. The Subcontractor shall appoint a dedicated person to be responsible for the management of construction progress and construction quality. If the Subcontractor does not comply with inspections and construction progress reports (including photos and construction drawings), Contractor may request a new on-site replacement.
- 6.2. The Subcontractor shall propose a manpower plan and personnel organization table within seven days after the start meeting to coordinate the progress of the project.
- 6.3. The Subcontractor shall provide documentation for items such as the construction schedule, manhours, and deliverables based on contracting strategy and commercial terms.
- 6.4. If the Subcontractor is behind schedule, it is necessary to put forward an acceleration plan.
- 6.5. All construction must be done in accordance to the drawings provided. Deviations shall be documented by approved RFI(s). Subcontractors are responsible for accurate as-built drawings.
- 6.6. The person in charge of the Subcontractor's site shall conduct independent inspections and fill out the independent inspection form and cooperate with the CAR (Quality Management Corrective Sheet) issued by the supervisor and Contractor quality control personnel to improve the defects. The CAR improvement period is 3 working days, and the electronic files of the improved photos must be handed over to assigned Contractor personnel.
- 6.7. The Subcontractor must have a dedicated engineer or supervisor who is responsible for the following
  - 6.7.1. Communicate, clarify, and discuss the content of the Subcontractor's project with The Contractor engineer.
  - 6.7.2. Modification of the drawing sketch and drawing of the as-built drawing after completion.
  - 6.7.3. Production of monthly pricing and settlement quantity and as built documents.
  - 6.7.4. All electrical work to be completed per national standards, best practices, and all associated codes and procedures.
  - 6.7.5. The construction of each area must be inspected and an inspection form submitted to Contractor for countersignature.
  - 6.7.6. Requests and additional deductions If the completed part is modified to meet the site conditions and the owner's needs, the Subcontractor shall submit the photos before and after the modification, as well as the relevant working hours and quantity of materials as the basis for future additions. Following any owner-directive and change order processes.



## PAYMENT APPLICATION PROCEDURE

### 1. Schedule



### 2. Instructions

- (1) Payment application must include PO number and PO name
- (2) For different PO number, payment application needs to be filled out separately and cannot be in the same payment application.
- (3) Items in payment application must be the same as WBS/Bidding Form

### 3. Documents from progress quantification

- (1) Progress markup drawings
- (2) Daywork sheet (ex. biometric records, sign in sheet)
- (3) Signed/Approved Equipment/Material delivery note and invoices

### 4. Documents from payment application (in the order of)

- (1) Cover letter of submittal (file name - UIS Payment Application Cover Letter of Submittal)
- (2) Billing spreadsheet (file name - UIS Payment Application Template)
- (3) AIA Form
- (4) Signed purchase order
- (5) Change order logs
- (6) Waiver and Release Forms

**Exhibit A – Invoice**INVOICE GUIDELINE

You can use our sample or create your own format as long as it includes important data listed below

1-1 Invoice as part of the document title

1-2 “Bill to” should be [United Integrated Services (USA) Corp.]

1-3 Invoice number

1-4 Invoice date

1-5 PO number

1-6 Invoice currency & amount & Tax (if needed)

1-7 Vendor signature (Vendor name)

1-8 Description

1-9 ACH bank account



ABC Corp.

## COMMERCIAL INVOICE

DATE: MM-DD-YY

INVOICE: XXXXXX

PO NO: XXXXXX

BILL TO: United Integrated Services (USA) Corp.

140 W. Pinnacle Peak Rd., Phoenix, AZ 85027

| ITEM | DESCRIPTION             | Q'TY  | UNIT PRICE<br>(USD) | AMOUNT (USD) |
|------|-------------------------|-------|---------------------|--------------|
| 1    |                         | ex. 1 | XXXX.XX             | XXXX.XX      |
|      | Tax                     |       |                     | XXXX.XX      |
|      | Total amount (with tax) |       |                     | XXXX.XX      |

## Remarks:

## 1. Payment term:

Payment BY T/T (or other form agreed upon)

Beneficiary: ABC Co., Ltd

Advising Bank: XX Bank

(ABA:XXXX-XXXX, SWIFT CODE: XXXXXXXXX)

ACCOUNT NO.: XXXXXXXXXX

ABC (USA) Corp

(Signature)





United Integrated Services (USA) Corp.

Purchase Order

PO No: US110-S-0004

|                  |                                           |                |                |               |                |
|------------------|-------------------------------------------|----------------|----------------|---------------|----------------|
| Vendor Name:     | Kinetics                                  | Contact:       | Steven Madruga | Vendor Tel:   | 602-695-3419   |
| Project No.:     | US110                                     | Purchase date: | 6/14/2022      | Purchaser:    | Sandy Stiffler |
|                  |                                           | Arrival date:  | As needed      | Receiver:     | Fu Tsui, Kao   |
| Ship to:         | TSMC Phoenix AZ Site                      |                |                | Receiver Tel: | 602-463-5751   |
| Invoice address: | 140 W Pinnacle Peak Rd, Phoenix, AZ 85027 |                |                | PR No:        | US110-S-0004   |

| Item      | Description               | Amount | Unit | Price(USD)      | Total           |
|-----------|---------------------------|--------|------|-----------------|-----------------|
| 1         | C/R FAB (A+B) ICA hook up | 1      | Set  | \$ 3,435,141.00 | \$ 3,435,141.00 |
| Materials | \$663,096.00              |        |      |                 |                 |
| Labor     | \$2,772,045.00            |        |      |                 |                 |

Subtotal \$ 3,435,141.00

Sales Tax \$ -

Shipping &amp; Handling \$ -

Total USD \$ 3,435,141.00

## Term Of Payment :

Net 30 Days from invoice date

Invoice submit to UIS 5th of each month for previous month

95% progress payment, 5% retention after TSMC acceptance, and warranty period will be one year after acceptance.

Purchase order is superseded once a final contract is agreed.

This is Time and Material contract. It's contractor's responsibility to provide any proof of time and material purchase before payment request.

Please email payment request (Includes UIS signed PO, invoice and valuation list if needed) to &lt;uisusconstruction@uisco.us&gt;

UIS may terminate this Purchase Order for any reason by written notice of not less than thirty(30) days.

## Remarks:

Combined with US120-S-0004

UIS Authorized Signature

Supplier Authorized Signature

( Signature / Date )

( Signature / Date )



United Integrated Services (USA) Corp.

Purchase Order

PO No: US120-S-0004

|                  |                                           |                |                |               |                |
|------------------|-------------------------------------------|----------------|----------------|---------------|----------------|
| Vendor Name:     | Kinetix                                   | Contact:       | Steven Madruga | Vendor Tel:   | 602-695-3419   |
| Project No.:     | US120                                     | Purchase date: | 6/14/2022      | Purchaser:    | Sandy Stiffler |
|                  |                                           | Arrival date:  | As needed      | Receiver:     | Fu Tsai, Kao   |
| Ship to:         | TSMC Phoenix AZ Site                      |                |                | Receiver Tel: | 602-463-5751   |
| Invoice address: | 140 W Pinnacle Peak Rd, Phoenix, AZ 85027 |                |                | PR No:        | US120-S-0004   |

| Item | Description             | Amount         | Unit | Price(USD)      | Total           |
|------|-------------------------|----------------|------|-----------------|-----------------|
| 1    | MEP CUP & FAB (A+B) ICA | 1              | Set  | \$ 6,010,104.00 | \$ 6,010,104.00 |
|      | Materials               | \$1,050,232.00 |      |                 |                 |
|      | Labor                   | \$4,959,872.00 |      |                 |                 |

Subtotal \$ 6,010,104.00

Sales Tax \$ -

Shipping &amp; Handling \$ -

Total USD \$ 6,010,104.00

## Term Of Payment :

Net 30 Days from Invoice date

Invoice submit to UIS 5th of each month for previous month

95% progress payment, 5% retention after TSMC acceptance, and warranty period will be one year after acceptance.

Purchase order is superseded once a final contract is agreed.

This is Time and Material contract. It's contractor's responsibility to provide any proof of time and material purchase before payment request.

Please email payment request (includes UIS signed PO, invoice and valuation list if needed) to &lt;uisuseconstruction@uisco.us&gt;

UIS may terminate this Purchase Order for any reason by written notice of not less than thirty(30) days.

## Remarks:

Combined with US110-S-0004

UIS Authorized Signature

Supplier Authorized Signature

(Signature / Date)

(Signature / Date)

06/16/22



United Integrated Services (USA) Corp.

Purchase Order

PO No: US120-J-0002

|                  |                                           |                |                |             |              |
|------------------|-------------------------------------------|----------------|----------------|-------------|--------------|
| Vendor Name:     | Kinetics                                  | Contact:       | Steven Madruga | Vendor Tel: | 602-695-3419 |
| Project No.:     | US120                                     | Purchase date: | 3/16/22        | Purchaser:  | Wesley Ho    |
|                  |                                           | Arrival date:  | As needed      | Receiver:   | Fu Tsai, Kao |
| Ship to:         | TSMC Phoenix AZ Site                      |                |                | PR No:      | US120-J-0002 |
| Invoice address: | 140 W Pinnacle Peak Rd, Phoenix, AZ 85027 |                |                |             | US120-J-0001 |

| Item | Description                     | Amount | Unit | Price(USD)      | Total           |
|------|---------------------------------|--------|------|-----------------|-----------------|
| 1.   | Material-FAB                    | 1      | set  | \$ 3,363,854.00 | \$ 3,363,854.00 |
| 2.   | Material-CUP+WRC+BLE+LORRY+BSGS | 1      | set  | \$ 3,275,973.00 | \$ 3,275,973.00 |
| 3.   | Indirect Cost(All Buildings)    | 1      | set  | \$ 4,126,952.00 | \$ 4,126,952.00 |

Total \$ 10,766,779

This Purchase Order is subject to the Master Services Agreement template dated 2022 Feb. 17 as provided to Kinetics, until a Statement of Work is finalized. In the event of any conflicts between this Purchase Order and the MSA, this Purchase Order shall take precedence.

Net 30days

Invoice submit to UIS 5th of each month for previous month

Please email payment request (includes UIS signed PO, invoices and valuation list if needed) to &lt;uisusconstruction@uiseo.us&gt;

UIS may terminate this Purchase Order for any reason by written notice of not less than thirty(30) days.

(combined with US120-J-0001)

張新 3/18/2022

UIS Authorized Signature

Supplier Authorized Signature

Sandy Stiffler

03/18/2022

(Signature / Date)

(Signature / Date)



United Integrated Services (USA) Corp.

Purchase Order

PO No: US120-J-0002

revision 1 2022/5/17

|                  |                                           |                |                |               |              |
|------------------|-------------------------------------------|----------------|----------------|---------------|--------------|
| Vendor Name:     | Kinetics                                  | Contact:       | Steven Madruga | Vendor Tel:   | 602-695-3419 |
| Project No.:     | US120                                     | Purchase date: | 3/16/22        | Purchaser:    | Wesley Ho    |
|                  |                                           | Arrival date:  | As needed      | Receiver:     | Fu Tsai, Kao |
| Ship to:         | TSMC Phoenix AZ Site                      |                |                | Receiver Tel: | 602-463-5751 |
| Invoice address: | 140 W Pinnacle Peak Rd, Phoenix, AZ 85027 |                |                | PR No:        | US120-J-0002 |
|                  |                                           |                |                |               | US120-J-0001 |

| Item | Description                     | Amount | Unit | Price(USD)      | Total           |
|------|---------------------------------|--------|------|-----------------|-----------------|
| 1.   | Plumbing System<br>Material-PAB | 1      | set  | \$ 4,316,941.50 | \$ 4,316,941.50 |
| 2.   | Material-CUP+WRC+ELE+LORRY+BSGS | 1      | set  | \$ 4,204,161.00 | \$ 4,204,161.00 |

Total \$ 8,521,102.50

This Purchase Order is subject to the Master Services Agreement template dated 2022 Feb 17 as provided to Kinetics, until a Statement of Work is finalized.  
In the event of any conflicts between this Purchase Order and the MSA, this Purchase Order shall take precedence

Net 30days

Invoice submit to UIS 5th of each month for previous month

Please email payment request (includes UIS signed PO, invoice and valuation list if needed) to &lt;uisusconstruction@uisco.us&gt;

UIS may terminate this Purchase Order for any reason by written notice of not less than thirty(30) days.

(combined with US120-J-0001)

侯友邦  
5/17/2022

UIS Authorized Signature

Supplier Authorized Signature

Sandy  
(Signature / Date) 5/17/2022

DocuSigned by:  
Peter Maris 5/20/2022  
(Signature / Date)



United Integrated Services (USA) Corp.

Purchase Order

PO No: US120-J-0002-B

|                  |                                           |                |                |               |              |
|------------------|-------------------------------------------|----------------|----------------|---------------|--------------|
| Vendor Name:     | Kinoflex                                  | Contact:       | Steven Madruga | Vendor Tel:   | 602-695-3419 |
| Project No.:     | US120                                     | Purchase date: | 4/22/2022      | Purchaser:    | Wesley Ho    |
|                  |                                           | Arrival date:  | As needed      | Receiver:     | Fu Tsai, Rao |
| Ship to:         | TSMC Phoenix AZ Site                      |                |                | Receiver Tel: | 602-463-3751 |
| Invoice address: | 140 W Pinnacle Peak Rd, Phoenix, AZ 85027 |                |                | PR No:        | US120-J-0002 |
|                  |                                           |                |                |               | US120-J-0001 |

| Item | Description                                                                     | Amount | Unit | Price(USD)       | Total            |
|------|---------------------------------------------------------------------------------|--------|------|------------------|------------------|
| 1.   | Plumbing System<br>FAB Building+CUP+WRC+ELE+LORRY+BSQS Work<br>Labor 21,323,668 | 1      | set  | \$ 21,323,668.00 | \$ 21,323,668.00 |

Total \$ 21,323,668

This Purchase Order is subject to the Master Services Agreement template dated 2022 Feb 17 as provided to Kinoflex, until a Statement of Work is finalized.  
In the event of any conflicts between this Purchase Order and the MSA, this Purchase Order shall take precedence.

Net 30days

Invoice submit to UIS 5th of each month for previous month

95% progress payment, 5% retention after TSMC acceptance, and the warranty period will be one year after acceptance.

Purchase Order is superseded once a final contract is agreed

This is Time and Material contract. It's contractor's responsibility to provide any proof of time and material purchase before payment request

Please email payment request (includes UIS signed PO, invoice and valuation list if needed) to &lt;uisusconstruction@uisco.us&gt;

UIS may terminate this Purchase Order for any reason by written notice of not less than thirty(30) days.

Reviewed with US120-J-0001

UIS Authorized Signature

Sandy Stiffler

4/29/2022

(Signature / Date)

Supplier Authorized Signature

(Signature / Date) Peter Maris / May 2, 2022

修改 4/29/2022

# **EXHIBIT C**

## ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

In accordance with Arizona Revised Statutes section 33-992.01, this is not a lien and this is not a reflection on the integrity of any contractor or subcontractor.

|                                                                                                                                                                                            |                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The name and address of the owner or reputed owner are:</p><br><p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue<br/>Suite 600<br/>Phoenix, AZ 85021</p>                          | <p>This preliminary lien notice has been completed by (name and address of claimant):</p><br><p>Date: April 7<sup>th</sup>, 2022</p> <p>By: Kinetic Systems, Inc.</p> <p>Address: 4710 East Elwood Street, Suite 11<br/>Phoenix, AZ 85040</p> |
| <p>The name and address of the original contractor are:</p><br><p>United Integrated Services (USA) Corp<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                          | <p>You are hereby notified that the claimant has furnished or will furnish labor, professional services, materials, machinery, fixtures, tools and/or equipment of the following general description:</p><br><p>Process Plumbing Install</p>  |
| <p>The name and address of any lender or reputed lender and assigns are:</p><br><p><i>Please provide lender information if any</i></p>                                                     | <p>In the construction, alteration or repair of the building, structure or improvement (the "Project") located at: SWC of Dove Valley Road and 43<sup>rd</sup> Avenue</p>                                                                     |
| <p>The name and address of the person with whom the claimant has contracted are:</p><br><p>United Integrated Services (USA) Corp<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p> | <p>And situated upon that certain lot(s) or parcel(s) of land in Maricopa County, Arizona described as follows.</p><br><p>NWC Arizona State Route 303 &amp; Arizona Veterans Hwy in the North Gateway neighborhood, Phoenix, AZ</p>           |
|                                                                                                                                                                                            | <p>An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is</p> <p>\$ 10,766,779.00</p>                                                                    |

### Notice to Property Owner

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

(The following language shall be in type at least as large as the largest type otherwise on the document.)

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01, subsection I or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

Dated: April 7<sup>th</sup>, 2022

Kinetic Systems, Inc.  
(Company Name)

By: Charotelle Kugan  
(Signature)

Project Accountant  
(Title)



**Proof of Mailing Preliminary Twenty Day Notice**

This Preliminary Twenty Day Notice was served by First Class mail, or other acceptable method, postage prepaid in accordance with A.R.S. § 33-992.01 on [date] using the method identified below. (duplicate as necessary for each mailed percipient).

Chontell Kuper 4/7/2022  
(Signature of Sender & Date)

☐ First Class Mail, with Certificate of Mailing Obtained

☐ Registered Mail Registration No. \_\_\_\_\_

☒ Certified Mail Certificate No.

7021 0950 0001 6716 7224

☐ Certified Mail, Return Receipt Requested  
Certificate No. \_\_\_\_\_

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>4. Article Addressed to:</p> | <p>A. Signature<br/>X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)<br/>Tina</p> <p>C. Date of Delivery<br/>4/11/22</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>If YES, enter delivery address below:</p>                                                                                                                                                                                                                                                                                                                                                       |
| <p>United Integrated Services (USA Corp.)<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                                                                                                                                                          | <p>3. Service Type<br/> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™<br/> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> |
| <p>9590 9402 6792 1074 8471 13</p> <p>Article Number (Transfer from service label)<br/>7021 0950 0001 6716 7217</p>                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>4. Article Addressed to:</p> | <p>A. Signature<br/>X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)<br/>Lynthia Ramirez</p> <p>C. Date of Delivery<br/>4/12/2022</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br/>If YES, enter delivery address below:</p>                                                                                                                                                                                                                                                                                                                                          |
| <p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue, Suite #600<br/>Phoenix, AZ 85021</p>                                                                                                                                                                | <p>3. Service Type<br/> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™<br/> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> |
| <p>9590 9402 6792 1074 8471 20</p> <p>Article Number (Transfer from service label)<br/>7021 0950 0001 6716 7224</p>                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

| U.S. Postal Service<br>CERTIFIED MAIL RECEIPT                                              | #79001377 |
|--------------------------------------------------------------------------------------------|-----------|
| OFFICIAL USE                                                                               |           |
| Certified Mail Fee                                                                         |           |
| Extra Services & Fees (check box, add fee as appropriate)                                  |           |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                      |           |
| <input type="checkbox"/> Return Receipt (electronic) \$                                    |           |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                             |           |
| <input type="checkbox"/> Adult Signature Required \$                                       |           |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$                            |           |
| Postage                                                                                    |           |
| Total Postage and Fees                                                                     |           |
| United Integrated Services (USA Corp.)<br>140 West Pinnacle Peak Road<br>Phoenix, AZ 85027 |           |

| U.S. Postal Service<br>CERTIFIED MAIL RECEIPT                                        | #79001377 |
|--------------------------------------------------------------------------------------|-----------|
| OFFICIAL USE                                                                         |           |
| Certified Mail Fee                                                                   |           |
| Extra Services & Fees (check box, add fee as appropriate)                            |           |
| <input type="checkbox"/> Return Receipt (hardcopy) \$                                |           |
| <input type="checkbox"/> Return Receipt (electronic) \$                              |           |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$                       |           |
| <input type="checkbox"/> Adult Signature Required \$                                 |           |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$                      |           |
| Postage                                                                              |           |
| Total Postage and Fees                                                               |           |
| TSMC Arizona Corporation<br>2510 West Dunlap Avenue, Suite #600<br>Phoenix, AZ 85021 |           |

## ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

In accordance with Arizona Revised Statutes section 33-992.01, this is not a lien and this is not a reflection on the integrity of any contractor or subcontractor.

|                                                                                                                                                                                         |                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The name and address of the owner or reputed owner are:</p> <p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue<br/>Suite 600<br/>Phoenix, AZ 85021</p>                          | <p>This preliminary lien notice has been completed by (name and address of claimant):</p> <p>Date: June 7<sup>th</sup>, 2022</p> <p>By: Kinetic Systems, Inc.</p> <p>Address: 4710 East Elwood Street, Suite 11<br/>Phoenix, AZ 85040</p> |
| <p>The name and address of the original contractor are:</p> <p>United Integrated Services (USA) Corp<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                          | <p>You are hereby notified that the claimant has furnished or will furnish labor, professional services, materials, machinery, fixtures, tools and/or equipment of the following general description:</p> <p>Plumbing System</p>          |
| <p>The name and address of any lender or reputed lender and assigns are:</p> <p><i>Please provide lender information if any</i></p>                                                     | <p>In the construction, alteration or repair of the building, structure or improvement (the "Project") located at: SWC of Dove Valley Road and 43<sup>rd</sup> Avenue</p>                                                                 |
| <p>The name and address of the person with whom the claimant has contracted are:</p> <p>United Integrated Services (USA) Corp<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p> | <p>And situated upon that certain lot(s) or parcel(s) of land in Maricopa County, Arizona described as follows.</p> <p>NWC Arizona State Route 303 &amp; Arizona Veterans Hwy in the North Gateway neighborhood, Phoenix, AZ</p>          |
|                                                                                                                                                                                         | <p>An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is</p> <p>\$ 23,569,344.50</p>                                                                |

### Notice to Property Owner

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.

2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.

3. Using any other method or device that is appropriate under the circumstances.

(The following language shall be in type at least as large as the largest type otherwise on the document.)

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01, subsection I or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

Dated: June 7<sup>th</sup>, 2022

Kinetic Systems, Inc.  
(Company Name)

By: Chontelle Nupar  
(Signature)

Project Accountant  
(Title)

**Proof of Mailing Preliminary Twenty Day Notice**

This Preliminary Twenty Day Notice was served by First Class mail, or other acceptable method, postage prepaid in accordance with A.R.S. § 33-992.01 on [date] using the method identified below. (duplicate as necessary for each mailed percipient).

Chontelle Harper 6/7/2022  
(Signature of Sender & Date)

☐ First Class Mail, with Certificate of Mailing Obtained

☐ Registered Mail Registration No. \_\_\_\_\_

☒ Certified Mail Certificate No.

7021 2720 0000 6100 6723

☐ Certified Mail, Return Receipt Requested  
Certificate No. \_\_\_\_\_

162310061-#

16231

TSMC Arizona Corporation  
2510 West Dunlap Avenue, Suite 600  
Phoenix, AZ 85021

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TSMC Arizona Corporation  
2510 West Dunlap Avenue, Suite 600  
Phoenix, AZ 85021



9590 9402 7042 1225 7541 77

2. Article Number (Transfer from service label)

7021 2720 0000 6100 6723

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Carthia Ramiro*☒ Agent☐ Addressee

B. Received by (Printed Name)

*Carthia Ramiro*

C. Date of Delivery

*6/10/20*

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery
☐ Mail  
☐ Mail Restricted Delivery

3991

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

6224 0074 0000 0222 7202

162310061-#

16231

United Integrated Services (USA) Corp  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

United Integrated Services (USA) Corp  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027



9590 9402 7042 1225 7541 60

2. Article Number (Transfer from service label)

7021 2720 0000 6100 6716

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Michael Burke*☐ Agent☐ Addressee

B. Received by (Printed Name)

*Michael Burke*

C. Date of Delivery

*6-9*

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery
☐ Mail  
☐ Mail Restricted Delivery

3991

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

6224 0074 0000 0222 7202

## ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

In accordance with Arizona Revised Statutes section 33-992.01, this is not a lien and this is not a reflection on the integrity of any contractor or subcontractor.

|                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The name and address of the owner or reputed owner are:</p> <p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue<br/>Suite 600<br/>Phoenix, AZ 85021</p>                           | <p>This preliminary lien notice has been completed by (name and address of claimant):</p> <p>Date: August 22<sup>nd</sup>, 2023</p> <p>By: Kinetic Systems, Inc.</p> <p>Address: 9025 South Kyrene Rd., Suite #101<br/>Tempe, AZ 85284</p>                                                       |
| <p>The name and address of the original contractor are:</p> <p>United Integrated Services (USA) Corp.<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                          | <p>You are hereby notified that the claimant has furnished or will furnish labor, professional services, materials, machinery, fixtures, tools and/or equipment of the following general description:</p> <p>Process Plumbing Install - Labor<br/>Project No: US120<br/>PO No: US120-J-0002B</p> |
| <p>The name and address of any lender or reputed lender and assigns are:</p> <p><i>Please provide lender information if any</i></p>                                                      | <p>In the construction, alteration or repair of the building, structure or improvement (the "Project") located at: SWC of Dove Valley Road and 43<sup>rd</sup> Avenue.</p>                                                                                                                       |
| <p>The name and address of the person with whom the claimant has contracted are:</p> <p>United Integrated Services (USA) Corp.<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p> | <p>And situated upon that certain lot(s) or parcel(s) of land in Maricopa County, Arizona described as follows.</p> <p>NWC Arizona State Route 303 &amp; Arizona Veterans Hwy in the North Gateway neighborhood, Phoenix, AZ.</p>                                                                |
|                                                                                                                                                                                          | <p>An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is \$38,476,289.13.</p> <p><b>*AMENDED NOTICE - \$14,906,944.63 ADDITIONAL*</b></p>                                                                  |

### Notice to Property Owner

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

(The following language shall be in type at least as large as the largest type otherwise on the document.)

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01, subsection I or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

Dated: August 22<sup>nd</sup>, 2023

Kinetic Systems, Inc.  
(Company Name)

By: Charitelle Mupari  
(Signature)

Project Accountant  
(Title)



**Proof of Mailing Preliminary Twenty Day Notice**

This Preliminary Twenty Day Notice was served by First Class mail, or other acceptable method, postage prepaid in accordance with A.R.S. § 33-992.01 on [date] using the method identified below. (duplicate as necessary for each mailed percipient).

Chontelle Mupar 8/22/2023  
(Signature of Sender & Date)

☐ First Class Mail, with Certificate of Mailing Obtained

☐ Registered Mail Registration No. \_\_\_\_\_

☒ Certified Mail Certificate No.

~~7015 0920 0000 7412 0754~~

7015 0920 0000 7412 0778

☐ Certified Mail, Return Receipt Requested  
Certificate No. \_\_\_\_\_

**UNDER: COMPLETE THIS SECTION**

Complete Items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

TSMC Arizona Corporation  
5088 West Innovation Circle  
Phoenix, AZ 85083-6401



9590 9402 7042 1225 7544 29

Article Number (Transfer from service label)

7015 0920 0000 7412 0778

Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X Mary Bechuk* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Full  
Mail Restricted Delivery  
(over 500)

Domestic Return Receipt

7015 0920 0000 7412 0778

TSMC Arizona Corporation  
5088 West Innovation Circle  
Phoenix, AZ 85083-6401

Postage  
Certified Fee  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)

Postmark  
Here

Postage  
Certified Fee  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)

Postmark  
Here

#790013771-0000  
#US190-J-0000

**UNDER: COMPLETE THIS SECTION**

Complete Items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027



9590 9402 7042 1225 7544 67

Article Number (Transfer from service label)

7015 0920 0000 7412 0761

Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X CL* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

Full  
Mail Restricted Delivery  
(over 500)

Domestic Return Receipt

7015 0920 0000 7412 0761

United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027

Postage  
Certified Fee  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)

Postmark  
Here

Postmark  
Here

Postage  
Certified Fee  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)  
Registered Mail Fee  
(Restrictions Required)

Postmark  
Here

Postmark  
Here

#790013771-0000  
#US190-J-0000

## ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

In accordance with Arizona Revised Statutes section 33-992.01, this is not a lien and this is not a reflection on the integrity of any contractor or subcontractor.

|                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The name and address of the owner or reputed owner are:</p> <p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue<br/>Suite 600<br/>Phoenix, AZ 85021</p>                           | <p>This preliminary lien notice has been completed by (name and address of claimant):</p> <p>Date: August 22<sup>nd</sup>, 2023</p> <p>By: Kinetic Systems, Inc.</p> <p>Address: 9025 South Kyrene Rd., Suite #101<br/>Tempe, AZ 85284</p>                                                         |
| <p>The name and address of the original contractor are:</p> <p>United Integrated Services (USA) Corp.<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                          | <p>You are hereby notified that the claimant has furnished or will furnish labor, professional services, materials, machinery, fixtures, tools and/or equipment of the following general description:</p> <p>Process Plumbing Install - Material<br/>Project No: US120<br/>PO No: US120-J-0002</p> |
| <p>The name and address of any lender or reputed lender and assigns are:</p> <p><i>Please provide lender information if any</i></p>                                                      | <p>In the construction, alteration or repair of the building, structure or improvement (the "Project") located at: SWC of Dove Valley Road and 43<sup>rd</sup> Avenue.</p>                                                                                                                         |
| <p>The name and address of the person with whom the claimant has contracted are:</p> <p>United Integrated Services (USA) Corp.<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p> | <p>And situated upon that certain lot(s) or parcel(s) of land in Maricopa County, Arizona described as follows.</p> <p>NWC Arizona State Route 303 &amp; Arizona Veterans Hwy in the North Gateway neighborhood, Phoenix, AZ.</p>                                                                  |
|                                                                                                                                                                                          | <p>An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is \$15,641,462.04.</p> <p><b>**AMENDED NOTICE - \$4,874,683.04 ADDITIONAL**</b></p>                                                                   |

### Notice to Property Owner

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

(The following language shall be in type at least as large as the largest type otherwise on the document.)

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01, subsection I or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

Dated: August 22<sup>nd</sup>, 2023

Kinetic Systems, Inc.  
(Company Name)

By: Chortelle Kuper

(Signature)

Project Accountant  
(Title)

**Proof of Mailing Preliminary Twenty Day Notice**

This Preliminary Twenty Day Notice was served by First Class mail, or other acceptable method, postage prepaid in accordance with A.R.S. § 33-992.01 on [date] using the method identified below. (duplicate as necessary for each mailed percipient).

Chantelle Mupar 8/22/2023  
(Signature of Sender & Date)

☐ First Class Mail, with Certificate of Mailing Obtained

☐ Registered Mail Registration No. \_\_\_\_\_

☒ Certified Mail Certificate No.

7015-0920-0000-7412-0730

7015 0920 0000 7412 0785

☐ Certified Mail, Return Receipt Requested  
Certificate No. \_\_\_\_\_

7015 0920 0000 7412 0785

**SENDER: COMPLETE THIS SECTION**

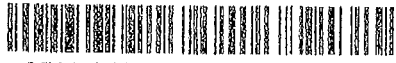
Complete Items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

TSMC Arizona Corporation  
5088 West Innovation Circle  
Phoenix, AZ 85083-6401



9590 9402 7042 1225 7544 12

Article Number (Transfer from service label)

7015 0920 0000 7412 0785

Form 3811, July 2020 PSN 7630-02-000-9053

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Mary Tre...*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Deliveryall  
Restrict Delivery

Sent to  
TSMC Arizona Corporation  
5088 West Innovation Circle  
Phoenix, AZ 85083-6401

Return Receipt Fee  
(Postmark Required)  
Certified Mail  
(Postmark Required)  
Registered Mail  
(Postmark Required)  
Signature Confirmation  
(Postmark Required)  
Total Postage & Fees



#790013711-0000

**SENDER: COMPLETE THIS SECTION**

Complete Items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027



9590 9402 7042 1225 7544 43

Article Number (Transfer from service label)

7015 0920 0000 7412 0747

Form 3811, July 2020 PSN 7630-02-000-9053

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *CK*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Deliveryall  
Restrict Delivery

Sent to  
United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027

Return Receipt Fee  
(Postmark Required)  
Certified Mail  
(Postmark Required)  
Registered Mail  
(Postmark Required)  
Signature Confirmation  
(Postmark Required)  
Total Postage & Fees



#790013711-0000

## ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

In accordance with Arizona Revised Statutes section 33-992.01, this is not a lien and this is not a reflection on the integrity of any contractor or subcontractor.

|                                                                                                                                                                                         |                                                                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The name and address of the owner or reputed owner are:</p> <p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue<br/>Suite 600<br/>Phoenix, AZ 85021</p>                          | <p>This preliminary lien notice has been completed by (name and address of claimant):</p> <p>Date: April 7<sup>th</sup>, 2022</p> <p>By: Kinetic Systems, Inc.</p> <p>Address: 4710 East Elwood Street, Suite 11<br/>Phoenix, AZ 85040</p> |
| <p>The name and address of the original contractor are:</p> <p>United Integrated Services (USA) Corp<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                          | <p>You are hereby notified that the claimant has furnished or will furnish labor, professional services, materials, machinery, fixtures, tools and/or equipment of the following general description:</p> <p>Process Plumbing Install</p>  |
| <p>The name and address of any lender or reputed lender and assigns are:</p> <p><i>Please provide lender information if any</i></p>                                                     | <p>In the construction, alteration or repair of the building, structure or improvement (the "Project") located at: SWC of Dove Valley Road and 43<sup>rd</sup> Avenue</p>                                                                  |
| <p>The name and address of the person with whom the claimant has contracted are:</p> <p>United Integrated Services (USA) Corp<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p> | <p>And situated upon that certain lot(s) or parcel(s) of land in Maricopa County, Arizona described as follows.</p> <p>NWC Arizona State Route 303 &amp; Arizona Veterans Hwy in the North Gateway neighborhood, Phoenix, AZ</p>           |
|                                                                                                                                                                                         | <p>An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is</p> <p>\$ 10,766,779.00</p>                                                                 |

### Notice to Property Owner

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

(The following language shall be in type at least as large as the largest type otherwise on the document.)

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01, subsection I or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

Dated: April 7<sup>th</sup>, 2022

Kinetic Systems, Inc.  
(Company Name)

By: 

(Signature)

Project Accountant  
(Title)



**Proof of Mailing Preliminary Twenty Day Notice**

This Preliminary Twenty Day Notice was served by First Class mail, or other acceptable method, postage prepaid in accordance with A.R.S. § 33-992.01 on [date] using the method identified below. (duplicate as necessary for each mailed percipient).

Chontelle Kuper 4/7/2022  
(Signature of Sender & Date)

☐ First Class Mail, with Certificate of Mailing Obtained

☐ Registered Mail Registration No. \_\_\_\_\_

☒ Certified Mail Certificate No.

7021 0950 0001 6716 7217

☐ Certified Mail, Return Receipt Requested  
Certificate No. \_\_\_\_\_

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> | <p>A. Signature<br/>X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Tina</i> C. Date of Delivery <i>4/11/22</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>United Integrated Services (USA Corp.)<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                                                                                                                                                          | <p>3. Service Type <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> |
| <p>9590 9402 6792 1074 8471 13</p> <p>2. Article Number (Transfer from service label)<br/>7021 0950 0001 6716 7217</p>                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> | <p>A. Signature<br/>X <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Cynthia Ramirez</i> C. Date of Delivery <i>4/12/2022</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue, Suite #600<br/>Phoenix, AZ 85021</p>                                                                                                                                                                | <p>3. Service Type <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> |
| <p>9590 9402 6792 1074 8471 20</p> <p>2. Article Number (Transfer from service label)<br/>7021 0950 0001 6716 7224</p>                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> | <p>A. Signature<br/>X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Tina</i> C. Date of Delivery <i>4/11/22</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>United Integrated Services (USA Corp.)<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                                                                                                                                                          | <p>3. Service Type <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> |
| <p>9590 9402 6792 1074 8471 13</p> <p>2. Article Number (Transfer from service label)<br/>7021 0950 0001 6716 7217</p>                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Complete items 1, 2, and 3.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> | <p>A. Signature<br/>X <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Cynthia Ramirez</i> C. Date of Delivery <i>4/12/2022</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br/>If YES, enter delivery address below: <input type="checkbox"/> No</p>                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue, Suite #600<br/>Phoenix, AZ 85021</p>                                                                                                                                                                | <p>3. Service Type <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Adult Signature <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery</p> |
| <p>9590 9402 6792 1074 8471 20</p> <p>2. Article Number (Transfer from service label)<br/>7021 0950 0001 6716 7224</p>                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

## ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

In accordance with Arizona Revised Statutes section 33-992.01, this is not a lien and this is not a reflection on the integrity of any contractor or subcontractor.

|                                                                                                                                                                                         |                                                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The name and address of the owner or reputed owner are:</p> <p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue<br/>Suite 600<br/>Phoenix, AZ 85021</p>                          | <p>This preliminary lien notice has been completed by (name and address of claimant):</p> <p>Date: June 7<sup>th</sup>, 2022</p> <p>By: Kinetic Systems, Inc.</p> <p>Address: 4710 East Elwood Street, Suite 11<br/>Phoenix, AZ 85040</p> |
| <p>The name and address of the original contractor are:</p> <p>United Integrated Services (USA) Corp<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                          | <p>You are hereby notified that the claimant has furnished or will furnish labor, professional services, materials, machinery, fixtures, tools and/or equipment of the following general description:</p> <p>Plumbing System</p>          |
| <p>The name and address of any lender or reputed lender and assigns are:</p> <p><i>Please provide lender information if any</i></p>                                                     | <p>In the construction, alteration or repair of the building, structure or improvement (the "Project") located at: SWC of Dove Valley Road and 43<sup>rd</sup> Avenue</p>                                                                 |
| <p>The name and address of the person with whom the claimant has contracted are:</p> <p>United Integrated Services (USA) Corp<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p> | <p>And situated upon that certain lot(s) or parcel(s) of land in Maricopa County, Arizona described as follows.</p> <p>NWC Arizona State Route 303 &amp; Arizona Veterans Hwy in the North Gateway neighborhood, Phoenix, AZ</p>          |
|                                                                                                                                                                                         | <p>An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is</p> <p>\$ 23,569,344.50</p>                                                                |

### Notice to Property Owner

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

(The following language shall be in type at least as large as the largest type otherwise on the document.)

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01, subsection I or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

Dated: June 7<sup>th</sup>, 2022

Kinetic Systems, Inc.

(Company Name)

By: Chontelle Kuper

(Signature)

Project Accountant

(Title)

# 79801371  
#234

TSMC Arizona Corporation  
2510 West Dunlap Avenue, Suite 600  
Phoenix, AZ 85021

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TSMC Arizona Corporation  
2510 West Dunlap Avenue, Suite 600  
Phoenix, AZ 85021



9590 9402 7042 1225 7541 77

2. Article Number (Transfer from service label)

7021 2720 0000 6100 6723

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

Cynthia Ramiro

Agent

Addressee

C. Date of Delivery

6/10/20

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

fail

fail Restricted Delivery

371

Domestic Return Receipt

6229 0079 0000 0222 7202

# 79001371  
#234

United Integrated Services (USA) Corp  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

United Integrated Services (USA) Corp  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027



9590 9402 7042 1225 7541 60

2. Article Number (Transfer from service label)

7021 2720 0000 6100 6716

PS Form 3811, July 2020 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

B2C62

☐ Agent☐ Addressee

C. Date of Delivery

6-9

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

fail

fail Restricted Delivery

371

Domestic Return Receipt

6229 0079 0000 0222 7202

## ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

In accordance with Arizona Revised Statutes section 33-992.01, this is not a lien and this is not a reflection on the integrity of any contractor or subcontractor.

|                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The name and address of the owner or reputed owner are:</p> <p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue<br/>Suite 600<br/>Phoenix, AZ 85021</p>                           | <p>This preliminary lien notice has been completed by (name and address of claimant):</p> <p>Date: August 22<sup>nd</sup>, 2023</p> <p>By: Kinetic Systems, Inc.</p> <p>Address: 9025 South Kyrene Rd., Suite #101<br/>Tempe, AZ 85284</p>                                                       |
| <p>The name and address of the original contractor are:</p> <p>United Integrated Services (USA) Corp.<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                          | <p>You are hereby notified that the claimant has furnished or will furnish labor, professional services, materials, machinery, fixtures, tools and/or equipment of the following general description:</p> <p>Process Plumbing Install - Labor<br/>Project No: US120<br/>PO No: US120-J-0002B</p> |
| <p>The name and address of any lender or reputed lender and assigns are:</p> <p><i>Please provide lender information if any</i></p>                                                      | <p>In the construction, alteration or repair of the building, structure or improvement (the "Project") located at: SWC of Dove Valley Road and 43<sup>rd</sup> Avenue.</p>                                                                                                                       |
| <p>The name and address of the person with whom the claimant has contracted are:</p> <p>United Integrated Services (USA) Corp.<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p> | <p>And situated upon that certain lot(s) or parcel(s) of land in Maricopa County, Arizona described as follows.</p> <p>NWC Arizona State Route 303 &amp; Arizona Veterans Hwy in the North Gateway neighborhood, Phoenix, AZ.</p>                                                                |
|                                                                                                                                                                                          | <p>An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is \$38,476,289.13.</p> <p>*AMENDED NOTICE - \$14,906,944.63 ADDITIONAL*</p>                                                                         |



**Proof of Mailing Preliminary Twenty Day Notice**

This Preliminary Twenty Day Notice was served by First Class mail, or other acceptable method, postage prepaid in accordance with A.R.S. § 33-992.01 on [date] using the method identified below. (duplicate as necessary for each mailed percipient).

Chantelle Mupar 8/22/2023  
(Signature of Sender & Date)

☐ First Class Mail, with Certificate of Mailing Obtained

☐ Registered Mail Registration No. \_\_\_\_\_

☒ Certified Mail Certificate No. 7015 0920 0000 7412 0761

☐ Certified Mail, Return Receipt Requested  
Certificate No. \_\_\_\_\_



**UNDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

TSMC Arizona Corporation  
5088 West Innovation Circle  
Phoenix, AZ 85083-6401



9590 9402 7042 1225 7544 29

Article Number (Transfer from service label)

7015 0920 0000 7412 0778

Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** *Marybeth* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

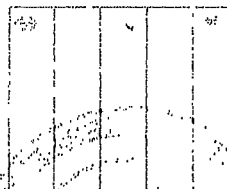
- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Mail Restricted Delivery (over 5000)
- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

7015 0920 0000 7412 0778

Sent to

TSMC Arizona Corporation  
5088 West Innovation Circle  
Phoenix, AZ 85083-6401

Postage  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees



#7900137M-0444  
#15190-J-0008

**UNDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027



9590 9402 7042 1225 7544 67

Article Number (Transfer from service label)

7015 0920 0000 7412 0761

Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** *CL* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

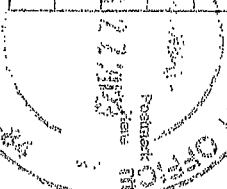
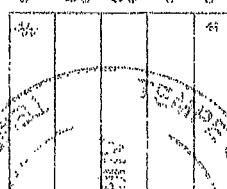
## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Mail Restricted Delivery (over 5000)
- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

7015 0920 0000 7412 0761

United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027

Postage  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees



#7900137M-0444  
#15190-J-0008

## ARIZONA PRELIMINARY TWENTY DAY LIEN NOTICE

In accordance with Arizona Revised Statutes section 33-992.01, this is not a lien and this is not a reflection on the integrity of any contractor or subcontractor.

|                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>The name and address of the owner or reputed owner are:</p><br><p>TSMC Arizona Corporation<br/>2510 West Dunlap Avenue<br/>Suite 600<br/>Phoenix, AZ 85021</p>                           | <p>This preliminary lien notice has been completed by (name and address of claimant):</p><br><p>Date: August 22<sup>nd</sup>, 2023</p> <p>By: Kinetic Systems, Inc.</p> <p>Address: 9025 South Kyrene Rd., Suite #101<br/>Tempe, AZ 85284</p>                                                         |
| <p>The name and address of the original contractor are:</p><br><p>United Integrated Services (USA) Corp.<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p>                          | <p>You are hereby notified that the claimant has furnished or will furnish labor, professional services, materials, machinery, fixtures, tools and/or equipment of the following general description:</p><br><p>Process Plumbing Install - Material<br/>Project No: US120<br/>PO No: US120-J-0002</p> |
| <p>The name and address of any lender or reputed lender and assigns are:</p><br><p><i>Please provide lender information if any</i></p>                                                      | <p>In the construction, alteration or repair of the building, structure or improvement (the "Project") located at: SWC of Dove Valley Road and 43<sup>rd</sup> Avenue.</p>                                                                                                                            |
| <p>The name and address of the person with whom the claimant has contracted are:</p><br><p>United Integrated Services (USA) Corp.<br/>140 West Pinnacle Peak Road<br/>Phoenix, AZ 85027</p> | <p>And situated upon that certain lot(s) or parcel(s) of land in Maricopa County, Arizona described as follows.</p><br><p>NWC Arizona State Route 303 &amp; Arizona Veterans Hwy in the North Gateway neighborhood, Phoenix, AZ.</p>                                                                  |
|                                                                                                                                                                                             | <p>An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is \$15,641,462.04.</p><br><p><b>**AMENDED NOTICE - \$4,874,683.04 ADDITIONAL**</b></p>                                                                   |

### Notice to Property Owner

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

1. Requiring your contractor to furnish a conditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 1 and 3 signed by the person or firm giving you this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes section 33-1008, subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

(The following language shall be in type at least as large as the largest type otherwise on the document.)

Within ten days of the receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to Arizona Revised Statutes section 33-992.01, subsection I or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with Arizona Revised Statutes section 33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner or other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim against the bond as a result of not timely receiving the bond information.

Dated: August 22<sup>nd</sup>, 2023

Kinetic Systems, Inc.

(Company Name)

By: Chontelle Kuper

(Signature)

Project Accountant

(Title)

**Proof of Mailing Preliminary Twenty Day Notice**

This Preliminary Twenty Day Notice was served by First Class mail, or other acceptable method, postage prepaid in accordance with A.R.S. § 33-992.01 on [date] using the method identified below. (duplicate as necessary for each mailed percipient).

Chontelle Kuper 8/22/2023  
(Signature of Sender & Date)

☐ First Class Mail, with Certificate of Mailing Obtained

☐ Registered Mail Registration No. \_\_\_\_\_

☒ Certified Mail Certificate No.

7015 0920 0000 7412 0747

☐ Certified Mail, Return Receipt Requested  
Certificate No. \_\_\_\_\_

7015 0920 0000 7412 0785

**SENDER: COMPLETE THIS SECTION**

Complete Items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

TSMC Arizona Corporation  
5088 West Innovation Circle  
Phoenix, AZ 85083-6401



9590 9402 7042 1225 7544 12

Article Number (Transfer from service label)

7015 0920 0000 7412 0785

Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Maryanne*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

all Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

TSMC Arizona Corporation  
5088 West Innovation Circle  
Phoenix, AZ 85083-6401

Postage  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees

OFFICE  
#19001371-1110  
#US1A0-J-000A

**SENDER: COMPLETE THIS SECTION**

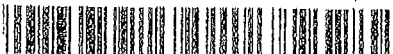
Complete Items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027



9590 9402 7042 1225 7544 43

Article Number (Transfer from service label)

7015 0920 0000 7412 0747

Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *CK*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

all Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027

Postage  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)  
Total Postage & Fees

OFFICE  
#19001371-1110  
#US1A0-J-000A

**FINCH, THORNTON & BAIRD, LLP**

ATTORNEYS AT LAW

4747 EXECUTIVE DRIVE - SUITE 700

SAN DIEGO, CALIFORNIA 92121-3107

TELEPHONE: (858) 737-3100

FACSIMILE: (858) 737-3101

Attorneys for Kinetic Systems, Inc.

**PROOF OF SERVICE BY CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

I, Sarah R. Faller, declare that:

I am over the age of eighteen years and not a party to the action; I am employed in the County of San Diego, California, where the mailing occurred; and my business address is 4747 Executive Drive, Suite 700, San Diego, California 92121-3107. I further declare that I am readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service pursuant to which practice the correspondence will be deposited with the United States Postal Service this same day in the ordinary course of business. I caused to be served by Certified Mail/Return Receipt Requested the following document(s): NOTICE AND CLAIM OF LIEN FOR MECHANIC'S MATERIALMAN'S OR PROFESSIONAL SERVICES, by placing a copy thereof in a separate envelope for each addressee listed as follows:

TSMC Arizona Corporation  
205 South 17th Avenue, Room 370  
Phoenix, Arizona 85007

Certified No.:  
9414726699042213640320

TSMC Arizona Corporation  
2510 West Dunlap Avenue, Suite 600  
Phoenix, Arizona 85021

Certified No.:  
9414726699042213640337

United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, Arizona 85027

Certified No.:  
9414726699042213640313

/ / / /

/ / / /

/ / / /

/ / / /

1 I then sealed the envelope(s) and, with the postage thereon fully prepaid, either  
2 deposited it/each in the United States Postal Service or placed it/each for collection and  
3 mailing on October 6, 2023, at San Diego, California, following ordinary business practices.

4 I declare under penalty of perjury under the laws of the State of California that the  
5 foregoing is true and correct.

6 Executed on October 6, 2023.

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2854.007/POS.srf



Plaw

# U.S. Postal Service® CERTIFIED MAIL® RECEIPT

Domestic Mail Only

## USPS® ARTICLE NUMBER

9414 7266 9904 2213 6403 13

|                                    |    |      |
|------------------------------------|----|------|
| Certified Mail Fee                 | \$ | 3.45 |
| Return Receipt (Hardcopy)          | \$ | 2.75 |
| Return Receipt (Electronic)        | \$ | 0.00 |
| Certified Mail Restricted Delivery | \$ | 0.00 |
| Postage                            | \$ | 3.52 |
| Total Postage and Fees             | \$ | 9.72 |

Postmark  
Here

**Sent to:** United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027

## Reference Information

David W. Smiley  
2854.007/3Q44750

18.45

PS Form 3800, Facsimile, July 2015

## Return Receipt (Form 3811) Barcode



9590 9266 9904 2213 6403 16

### 1. Article Addressed to:

United Integrated Services (USA) Corp.  
140 West Pinnacle Peak Road  
Phoenix, AZ 85027

### 2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2213 6403 13

## COMPLETE THIS SECTION ON DELIVERY

### A. Signature

X

☐ Agent

☐ Addressee

### B. Received by (Printed Name)

Zipe (Zoe) Zhung

### C. Date of Delivery

10/10/23

### D. Is delivery address different from item 1?

☐ Yes

☐ No

If YES, enter delivery address below:

### 3. Service Type:

☒ Certified Mail

## Reference Information

2854.007/3Q44750

David W. Smiley

PS Form 3811, Facsimile, July 2015

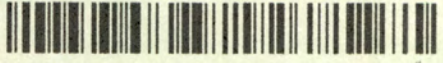
Domestic Return Receipt



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| U.S. Postal Service®<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                     |         |
|-------------------------------------------------------------------------------------------|---------|
| USPS® ARTICLE NUMBER                                                                      |         |
| 9414 7266 9904 2213 6403 20                                                               |         |
| Certified Mail Fee                                                                        | \$ 3.45 |
| Return Receipt (Hardcopy)                                                                 | \$ 2.75 |
| Return Receipt (Electronic)                                                               | \$ 0.00 |
| Certified Mail Restricted Delivery                                                        | \$ 0.00 |
| Postage                                                                                   | \$ 3.52 |
| Total Postage and Fees                                                                    | \$ 9.72 |
| Postmark Here                                                                             |         |
| Sent to: TSMC Arizona Corporation<br>205 South 17th Avenue, Room 370<br>Phoenix, AZ 85007 |         |
| 18.45                                                                                     |         |
| Reference Information                                                                     |         |
| David W. Smiley<br>2854.007/3Q44750                                                       |         |

PS Form 3800, Facsimile, July 2015

| Return Receipt (Form 3811) Barcode                                                                           | COMPLETE THIS SECTION ON DELIVERY                                                                                                               |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
|                           | A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee                                                       |
| 9590 9266 9904 2213 6403 23                                                                                  | B. Received by (Printed Name) C. Date of Delivery                                                                                               |
| 1. Article Addressed to:<br>TSMC Arizona Corporation<br>205 South 17th Avenue, Room 370<br>Phoenix, AZ 85007 | D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If YES, enter delivery address below: |
|                                                                                                              | 3. Service Type:<br><input checked="" type="checkbox"/> Certified Mail                                                                          |
| 2. Certified Mail (Form 3800) Article Number                                                                 | Reference Information                                                                                                                           |
| 9414 7266 9904 2213 6403 20                                                                                  | 2854.007/3Q44750                                                                                                                                |
|                                                                                                              | David W. Smiley                                                                                                                                 |

PS Form 3811, Facsimile, July 2015

Domestic Return Receipt




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| U.S. Postal Service®<br>CERTIFIED MAIL® RECEIPT<br>Domestic Mail Only                              |         |                  |
|----------------------------------------------------------------------------------------------------|---------|------------------|
| USPS® ARTICLE NUMBER                                                                               |         |                  |
| 9414 7266 9904 2213 6403 37                                                                        |         |                  |
| Certified Mail Fee                                                                                 | \$ 3.45 | Postmark<br>Here |
| Return Receipt (Hardcopy)                                                                          | \$ 2.75 |                  |
| Return Receipt (Electronic)                                                                        | \$ 0.00 |                  |
| Certified Mail Restricted Delivery                                                                 | \$ 0.00 |                  |
| Postage                                                                                            | \$ 3.52 |                  |
| Total Postage and Fees                                                                             | \$ 9.72 |                  |
| <b>Sent to:</b> TSMC Arizona Corporation<br>2510 West Dunlap Avenue, Suite600<br>Phoenix, AZ 85021 |         |                  |
| <u>Reference Information</u><br>David W. Smiley<br>2854.007/3Q44750                                |         |                  |

18.45

PS Form 3800, Facsimile, July 2015

| Return Receipt (Form 3811) Barcode                                                                                                | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>9590 9266 9904 2213 6403 30                | A. Signature <input checked="" type="checkbox"/> Agent<br><i>Mary Feenick</i> <input type="checkbox"/> Addressee<br>B. Received by (Printed Name) C. Date of Delivery<br>D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No |
| TSMC510 85021-RFS-1423 *94 10/10/23<br>NOTIFY SENDER OF NEW ADDRESS<br>:TSMC<br>5088 W INNOVATION CIR #A<br>PHOENIX AZ 85083-6401 | <div style="text-align: center;">             *<br/>             R<br/>             F<br/>             S<br/>             *           </div> 2854.007/3Q44750<br>David W. Smiley                                                                                                                                         |
| 2. Certified Mail (Form 3800) Article Number<br>9414 7266 9904 2213 6403 37                                                       |                                                                                                                                                                                                                                                                                                                          |

PS Form 3811, Facsimile, July 2015

Domestic Return Receipt